

**AGREEMENT BETWEEN**  
**THE CLAWSON BOARD OF EDUCATION**  
**and**  
**CLAWSON PARAPROFESSIONAL**  
**ASSOCIATION MEA/NEA**



**2021-2023**

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**CLAWSON BOARD OF EDUCATION  
AND  
CLAWSON PARAPROFESSIONAL ASSOCIATION MEA/NEA**

This Agreement entered into this August 19, 2021, by and between the Board of Education of Clawson Public Schools, Michigan, Oakland County, hereinafter called the “Board”, and the Clawson Paraprofessional Association/MEA-NEA hereinafter called the “Association”.

**WITNESSETH:**

WHEREAS, The Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, as amended, MCLA 432.201 et. seq. (PERA), to bargain in good faith with each other with respect to hours, wages, terms and conditions of employment of the Association; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to reduce to writing.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**RECOGNITION**

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of and as defined in PERA for all full-time and part-time non-probationary members of the bargaining unit, including those employees who are on leave. The bargaining unit shall include all paraprofessional support staff and pre-school teachers. The paraprofessional support staff shall be collectively referred to as Unit A and the pre-school teachers shall be referred to as Unit B.
- 1.2 Use of the term “employee,” “member” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all employees who are included within the above-defined bargaining unit, whether or not they elect to pay union dues or fees.
- 1.3 A “temporary employee” will be defined as an employee hired for less than 60 days to perform a specific job function. The Board will notify the Association President in writing, when a temporary employee is hired. The notice will include the name of the employee, general duties, and the expected duration of the assignment.

## ARTICLE 2

### EMPLOYEES' RIGHTS

**2.1** The Association and each bargaining unit employee shall have the right to reasonable use of interoffice mail, e-mail, bulletin boards, and the school building facilities, without charge, and at all reasonable hours for meetings outside of scheduled working hours, provided approval is obtained from the building principal and the superintendent of schools.

**2.2 Financial Information:**

When requested, the Board agrees to furnish the Association with all reasonably necessary public information concerning the financial resources of Clawson Public Schools.

**2.3 Review of Personnel File:**

Each bargaining unit employee shall have the right, upon advanced notice, to review the contents of his/her personnel file maintained at Central Office.

**2.4 Copies of the Agreement:**

Copies of this Agreement shall be printed at the expense of the Board. The Board or its agent shall present copies of the Agreement to all members of this unit now employed or hereafter employed by the Board within 60 days after ratification of the contract. Further, the Board will provide the Association with at least fifteen (15) copies of the Agreement for its own use.

**2.5 Association Business:**

The officers of the Association will be permitted to leave their respective buildings during the scheduled workday to handle Association business after receiving the approval of the principal or the superintendent unless there is an extreme emergency.

The Association shall be provided twelve (12) days per year for their collective use for Association business, including attendance at conferences and workshops sponsored by the Association or affiliated organizations outside of the district. The Association agrees to pay for the substitute's wages.

## **ARTICLE 3**

### **BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
  
- B. Except as specifically limited in this Agreement, such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations;
  - 2. Determine the services, supplies, and equipment necessary to continue its operations;
  - 3. Adopt rules and regulations;
  - 4. Direct the work force, including the right to hire, promote, transfer, suspend, and discharge employees, assign work or duties to employees, determine the size of the work force and lay off employees, but not in conflict with the provisions of this Agreement;
  - 5. Determine the schedules of employees, and establish, modify, or change any work or school hours or days, but not in conflict with the provisions of this Agreement;
  - 6. Determine the qualifications of employees, including physical conditions, with reasonable accommodations.

Except as otherwise expressly provided by the terms of this Agreement, or by the law, the determination and administration of policy, the operation of the schools, and the direction of the employees are vested exclusively in the Board.

It is expressly understood that members of administration shall have the exclusive prerogative to assign additional duties to employees of the bargaining unit, including assignment to alternate buildings, to meet the requirements of the school district.

## ARTICLE 4

### CLASSIFICATION, DAYS OF WORK, AND VACATION SCHEDULE

4.1 Members of the Association are categorized in the following classifications:

#### UNIT A

##### PARAPROFESSIONALS

<b>Paraprofessional I</b>
Special Education/ Pre-School/ Teacher Aides Operational Support

<b>Paraprofessional II</b>
Elementary Breakfast/ Lunch Monitors Bus Driver Aides

<b>Paraprofessional III</b>
Aides in the ASD Center Program

<b>Paraprofessional IV</b>
ESL Parapros

#### UNIT B

##### PRE-SCHOOL TEACHERS

4.2 Any employee working in more than one of the classifications in 4.1 above will use total hours worked within the district for the purpose of computing hours worked.

#### 4.3 Assignments

The assignments for all members of the bargaining unit are to comply with the established job descriptions covering each of these assignments, as well as any state or Federal legislation, regulations, or guidelines.

**Unit A:** Bargaining unit employees' service is provided to assist and support the teacher's instructional efforts, and they should receive on-going pertinent information regarding students they work with. Bargaining unit members may be called on to attend IEP meetings and asked to share their insights regarding students they work with, if such information is congruent with their job description. Bargaining unit employees may not originate instruction.

Bargaining unit employees work under the direct supervision of certified staff and

the building administrator and therefore should not be scheduled for duty in the absence of a supervising teacher without specified administrative approval. The exception to the above is, of course, routine absences of the supervising staff person. In this instance, the bargaining unit employees work the normally scheduled time under the supervision of the substitute teacher.

In all cases, bargaining unit employees will be notified of their assignments and reporting dates no less than two (2) weeks after the opening of school each year.

Also, the Association President shall receive a listing of all assignments after the Fourth Wednesday count.

On those scheduled work days when students are not in attendance (i.e. seminars, conference days, flip days (where everyone works in the a.m., etc.)), bargaining unit employees may be assigned project preparation, cleanup, materials preparation, or other duties related to positions within their bargaining unit approved by the building administrator and the Superintendent.

**Unit B:** Bargaining unit employees will report for work in accordance with the pre-school calendar that is annually approved by the Superintendent.

#### **4.4 Standard Work Week:**

**Unit A:** The standard workweek for employees in Unit A shall consist of five (5) consecutive standard workdays, Monday through Friday. Hours per day will be determined by classification. Any employee working six and one-half (6.5) hours per day or more shall receive two 15 minute paid breaks and one 30 minute unpaid lunch break. Employees working an average of thirty (30.0) hours in a week will be considered full time.

Paraprofessional III employees shall attend meetings outside of their normal working hours as needed. Paraprofessional III employees will be paid at their normal hourly rate for attendance at these meetings.

When assigned by the administration, Paraprofessional III employees are required to be present 15 minutes before the start of the school day and 15 minutes after the end of the school day to assist with the arrival and departure of students. Paraprofessional III employees will be paid at their normal hourly rate for these duties.

**Unit B:** The standard workweek for employees in Unit B shall be as many hours and days as may be assigned by administration, but not more than eight (8) hours per day, five (5) days per week. Employees working an average of thirty (30) hours in a week will be considered full time.

#### **4.5 Work Year:**

The standard work year is the fiscal year beginning July 1 and ending June 30. It is understood that the work year for bargaining unit employee shall include all teacher days if requested by the building principal or the superintendent of schools.



## **ARTICLE 5**

### **HOLIDAYS**

Bargaining unit members will receive the holidays listed if the holiday falls within the month that the employee is scheduled to work, equal to and calculated at the number of hours per day that employee works.

1. Labor Day
2. Thanksgiving Day
3. Day following Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. New Year's Eve Day
7. New Year's Day
8. Martin Luther King Day
9. \*Good Friday
10. Memorial Day

If the holiday falls on a Saturday, the preceding Friday will be considered the holiday. If the holiday falls on Sunday, the following Monday shall be considered the holiday.

\*If students are in attendance on Good Friday, an alternate date will be selected by the district as a paid holiday.

If an illness occurs on the day before or after a holiday or break, the employee will be required to present a physician's statement to Human Resources upon his/her return in order to receive holiday pay.

# ARTICLE 6

## OVERTIME – COMPENSATORY TIME

### **6.1 Guideline For Overtime Or Compensatory Time:**

All overtime will be voluntary to the extent necessary to meet the needs of the district. Overtime will be based on seniority and specific skills to complete the required task. Compensation paid for additional hours worked shall be as follows:

- 6.1.01** All hours worked over 40 hours per week at time and one-half the regular rate of pay.
- 6.1.02** All hours worked on Saturday at time and one-half the regular rate of pay.
- 6.1.03** All hours worked on Sunday at time and one-half the regular rate of pay.
- 6.1.04** All hours worked on a specified holiday at double the regular rate of pay.

### **6.2 Distribution of Overtime:**

Overtime work should be distributed equally to employees working within the same job classification and building as is reasonably possible.

### **6.3 Approval of Overtime:**

All overtime must have prior approval from the immediate supervisor and the superintendent of schools.

### **6.4** All overtime must be sent bi-weekly to the superintendent's office.

## **ARTICLE 7**

### **ASSOCIATION RIGHTS**

- 7.1** Each bargaining unit employee may join the Clawson Paraprofessional Association.
- 7.2** The Association and its members shall have the right to reasonable use of school facilities and equipment for meetings at all reasonable hours, so as to not interfere with regularly scheduled school activities, provided approval has been given by the Superintendent or designee.
- 7.3** The Board shall furnish 15 copies of this Agreement to the Association 30 days after ratification. This expense will be borne by the Board of Education.
- 7.4** The Board shall make available to the Association in a timely manner, upon request, other materials needed for bargaining unit negotiations.
- 7.5** Payroll Deduction:

Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Board paid, credit union, savings bond, charitable donations, TSA(s) or any other plans or programs jointly approved by the Association and the Board.

## **ARTICLE 8**

### **VACANCIES – PROMOTIONS – TRANSFERS**

#### **8.1 Position Vacancy:**

Whenever any vacancy in an Association position in the district shall occur during the school year, the Board shall publicize the same by giving written notice of such vacancy to the Association and will provide an appropriate posting in every school building. A copy of this posting will be sent to the Association president. The posting shall be entitled ANNOUNCEMENT OF VACANCY and shall contain the following information:

**8.1.01** Description of open position

**8.1.02** Location of position

Notice should be posted for at least one workweek before position is filled.

#### **8.2** The Board reserves the right to administer written and oral tests, which would normally be given in connection with a particular vacancy.

The Board further reserves the right to fill any vacancy that may occur from applications received from persons not currently employed by the school district. In appraising qualifications of candidates, appropriate consideration shall be given for ability, willingness to accept responsibility, ability to work with others, educational background, qualifications, test results, evaluations, and experience.

#### **8.3 Transfers:**

The Board will first consider transfer of bargaining unit employees when such employees are qualified for and capable of satisfactorily performing the duties of the position to be filled. In the event applicants are not accepted, such applicants should be informed.

When a vacancy occurs within the bargaining unit, a written letter of interest in the position to the administration will be accepted in lieu of an application. At which time, if all else is equal in qualifications and capabilities, the employee with the most seniority who is certified and qualified may be first selected to fill the vacancy.

Any employee of the bargaining unit who transfers to another position within the bargaining unit shall be placed at the same experience step as held at the time of the transfer.

The Board further reserves the right to fill any vacancy that may occur from applications received from candidates not currently employed by the Board, after consideration is given to the applicants from the Association.

#### **8.4 Probationary Period:**

All newly hired employees shall serve a probationary period up to 120 calendar days after initial employment and shall be subject to dismissal at the discretion of the Board without recourse.

In the event any person fills a position either by promotion or transfer, that person shall serve a probationary period up to 90 days of work after initial employment in the position and is subject to demotion, for just cause, to that person's former position.

#### **8.5 Layoff and Recall:**

##### **8.5.01 Layoff:**

Layoff means removal from payroll with no employment rights other than retention of seniority status and recall rights as noted below.

If it becomes necessary to reduce staff in Unit A, the following layoff procedures shall prevail:

- 8.5.01.1** Employees that are qualified for the position and have the highest seniority will be retained to the last. The method for determining whether the person is qualified for the position will be the same as the method used for filling vacancies.
- 8.5.01.2** Employees to be laid-off for an indefinite period of time shall have at least thirty (30) calendar days' notice of layoff.

If it becomes necessary to reduce staff in Unit B, the following layoff procedures shall prevail:

- 8.5.01.3** Employees that are qualified for the position and have the highest seniority will be retained to the last. The method for determining whether the person is qualified for the position will be the same as the method used for filling vacancies.
- 8.5.01.4** Employees to be laid-off for an indefinite period of time shall have at least thirty (30) calendar days' notice of layoff.

### **8.5.02 Recall:**

Recall for employees in Unit A will be based on reversal of 8.5.01.1 above; i.e., the last laid off will be the first recalled.

**8.5.02.1** Employees being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within a ten (10) day period will end the employment seniority rights. It shall be the responsibility of laid-off personnel to advise the Superintendent's Office of their current address during the period of layoff. Laid off employees in Unit A may only be recalled to positions within Unit A.

**8.5.02.2** The time a laid-off employee shall be subject to recall shall be two (2) years.

Recall for employees in Unit B will be based on reversal of 8.5.01.3 above; i.e., the last laid off will be the first recalled.

**8.5.02.3** Employees being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within a ten (10) day period will end the employment seniority rights. It shall be the responsibility of laid-off personnel to advise the Superintendent's Office of their current address during the period of layoff. Laid off employees in Unit B may only be recalled to positions within Unit B.

**8.5.02.3** The time a laid-off employee shall be subject to recall shall be two (2) years.

## ARTICLE 9

### LEAVES OF ABSENCE – PAID

#### 9.1 Sick Leave:

- 9.1.01** At the beginning of each work year, bargaining unit members shall be credited with 10 days of sick leave, the unused portion of which shall accumulate from year-to-year to a maximum of one hundred thirty five (135) days. Upon leaving the district, an employee will be compensated at Twenty and 00/100 Dollars (\$20) per day for sick days accumulated.
- 9.1.02** If an employee changes job classifications, accumulated sick leave shall be carried to the new job classification on a pro-rated basis, i.e., if a two (2) hour employee moved to an eight (8) hour position, the sick leave accumulation carried to the new position would be 2/8 times the number of days of accumulation as a two (2) hour employee (2/8 x 16 sick days accumulation = 4 sick days accumulation).
- 9.1.03** Sick leave may be used by the employee for illness, injury, or disability, which prevents the employee from being able to perform the duties of his/her position.
- 9.1.04** Employee may use up to five (5) sick leave days per occurrence to attend to serious illness, injury, or disability of a member of the employee's immediate family (mother, father, step-parent, sister, brother, children, step-children, spouse, mother-in-law, or father-in-law).
- 9.1.04.1** From these five (5) sick leave days, a maximum of three (3) days may be used for bereavement leave of the employee's immediate family (mother, father, step-parent, sister, brother, children, step-children, spouse, mother-in-law, or father-in-law), and a maximum of two (2) days may be used for bereavement leave of employee's other family members.
- 9.1.04.2** One (1) sick day shall be granted for attendance at the funeral service of a non-family member.
- 9.1.04.3** A bargaining unit employee may donate up to two (2) days of sick leave for use by another bargaining unit employee in accordance with this Article.

- 9.1.05** The Board/Superintendent may require that any bargaining unit employee applying for use of sick leave procure a doctor's certification of illness, injury, or disability for the days absent.
- 9.1.06** The Board/Superintendent may, at any time, require any bargaining unit employee who is chronically absent or abuses the use of sick leave/sick day to submit to a physical and/or mental examination by an appropriate practitioner selected by the Board for purposes of verifying the bargaining unit employee's eligibility for leave or return from leave under this Agreement, or to verify the bargaining unit employee's ability to successfully perform the essential functions of his/her assignment. The Board shall pay for such examination. If there is a disagreement in diagnosis between the Board's doctor and the bargaining unit member's doctor, a third doctor shall be mutually selected to evaluate the employee's condition. The Board shall pay for all expenses for said evaluations/examinations.
- 9.1.07** Reporting Procedure: Absences shall be reported to the bargaining unit employee's immediate supervisor at least two (2) hours before the employee's scheduled starting time, except in case of an emergency. Should the employee know that the absence will continue beyond two (2) or more consecutive days, the bargaining unit employee shall notify his/her immediate supervisor to this effect before the end of the first such day, and each succeeding day of absence thereafter.
- 9.1.08** In cases where the bargaining unit employee receives wage continuation benefits through Workers' Compensation and/or any disability income protection plan funded by the district, the bargaining unit employee shall be limited to the benefits received through Workers' Compensation and/or disability income protection insurance. In such case, the employee may not utilize sick leave. However, if the employee is simultaneously eligible for Family Medical Leave Act leave, that Act shall also run concurrently with any Workers' Compensation absences, where applicable.

## **9.2 Personal Business Days:**

A bargaining unit employee shall be granted four (4) days each fiscal year (July 1 – June 30), charged to sick leave, for the purpose of conducting personal business which requires the personal presence of the bargaining unit employee and cannot be arranged at an alternative time which does not interfere with the duties of



employment. The employee must fill out an Absence Form requesting personal business days to be approved by the immediate supervisor and the superintendent. A fifth personal business day may be granted, if warranted, at the discretion of the superintendent. Request for use of personal business leave indicating the circumstances necessitating its use must be made at least two (2) business days in advance to the bargaining unit employee's immediate supervisor, except in the case of an emergency. The bargaining unit employee must also call or log into the attendance system in the same manner as the employee would for any other absence. Personal business days are not to be used to extend a vacation, holiday, or weekend, for recreational purposes, or ventures for profit from personal services. Personal business leave may not be taken immediately before or after a school holiday or vacation.

**9.3** Any bargaining unit member who is subpoenaed to testify during working hours in any judicial or administrative matter shall be paid his/her full compensation for such time, less any compensation received as witness fees. The bargaining unit member shall be expected to return to work promptly upon completion of this obligation if there is any time remaining on the bargaining unit member's regular work shift.

**9.4 Jury Duty:**

A bargaining unit employee who is summoned for jury duty shall suffer no loss of compensation due to his/her absence for this purpose for the time required which conflicts with the bargaining unit employee's regularly scheduled work assignment. The bargaining unit employee will report to work promptly when released from jury duty to resume his/her scheduled work. Employee shall be paid his/her full compensation for such time, less any compensation received as juror fees. The bargaining unit employee shall advise his/her immediate supervisor of the necessity for this absence as soon as he/she is advised of the obligation to serve.

**9.5 Involuntary Leave:**

The Superintendent may request in writing a physical or mental examination for any employee of the staff whenever in his or her judgment such action is required for the best interests of the school district. Such written request may be made by the superintendent as often as it is deemed that the bargaining unit employee is not able to perform the essential functions of his/her work assignment.

Unless the parties otherwise agree, a report from three (3) physicians shall be required, one physician to be chosen by the Board, one chosen by the employee, and one mutually agreed upon by both parties. The expenses of the examinations are to be borne by the Board.

Upon receipt of two favorable opinions of the physicians involved, the employee will be considered for reinstatement. If reinstatement is granted, the employee

shall be placed in the first available opening for which employee is certified and qualified.

**9.6 Emergency School Closing:**

At such times when weather or other emergency conditions cause the school district buildings to not open as determined by the superintendent, employees may not be expected to report for work.

When school is in session and are closed by emergency conditions, employees will be expected to remain at their workstations until the building administrator releases them.

# ARTICLE 10

## LEAVES OF ABSENCE – UNPAID

### **10.1 Family Medical Leave:**

**10.1.01** The Family and Medical Leave Act (FMLA) provides coverage for all eligible employees who need to take time off for the birth of a child, placement of a child with the employee for adoption or foster care, care of a parent, spouse or child with a serious health condition, to take care of an employee's own serious health condition that prevents the employee from performing the major functions of her/his position, or to address certain qualifying exigencies related to a spouse, child, or parent who is on covered active duty or on call to covered active duty status.

**10.1.02** To be eligible for FMLA, an employee must have worked for the district for at least twelve (12) months, and have worked 1,250 hours in the 12-month period preceding the request for leave. The leave may only be used for the specific purposes outlined above, and documentation is required. Eligible employees are allowed to take up to 12 weeks unpaid leave. Any accumulated paid time shall be exhausted first and will be counted towards satisfying the maximum leave time provided by the FMLA.

**10.1.03** If an employee takes a leave of absence that qualifies under the FMLA but does not return to work after twelve weeks, the employee is no longer entitled to any further job restoration rights under the FMLA and may be terminated. Employees who qualify under the provisions of FMLA will be sent copies of the request form and certification from the Business Office.

### **10.2 Non-FMLA Leaves of Absence**

Leaves for purposes not covered by FMLA may be granted at the discretion of the Board upon written request. These leaves include:

**10.2.01.01** Service in a governmental agency.

**10.2.01.02** Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Board shall at the written request of the Association receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and

upon their return shall be re-employed at work with accumulated seniority. The Board may approve an extension of such leave not to exceed one (1) year.

**10.2.01.03** Educational leave.

**10.2.01.04** Supervisory responsibilities.

**10.2.01.05** Military Leave: Military leave shall comply with USERRA.

### **10.3 Length and Eligibility for Non-FMLA Leaves of Absences**

**10.3.01** Length: Non-FMLA leaves of absence without pay or benefits, not to exceed one (1) year, shall be granted without loss of seniority, with accrual of seniority during the leave, upon written request to and approval by the Board.

**10.3.02** Eligibility: Eligibility for a Non-FMLA leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.

# ARTICLE 11

## RETURN FROM LEAVE OF ABSENCE

### 11.1 Return From Leave of Absence:

- 11.1.01** When an employee is able to perform the essential functions of his/her work assignment, he/she shall make his/her request known in writing to the Board and will submit a statement from a physician of the employee's fitness to do so. In the event there is a question of the employee's ability to perform the essential functions, the Board has the right to request an examination at the Board's expense.
- 11.1.02** An employee returning from an approved leave of absence shall be reinstated to the position and classification he/she held when the leave began, if available.
- If a Unit A employee's position is not available, the employee will be assigned to the least senior position in a Unit A position for which he/she is certified and qualified to fill.
- If a Unit B employee's position is not available, the employee will be assigned to the least senior position in their unit for which he/she is certified and qualified to fill.
- 11.1.03** An employee returning from a leave of absence of ninety (90) working days or less, shall be required to notify the Board in writing, of his/her intent to return at least thirty (30) calendar days prior to the date of his/her return.
- 11.1.04** An employee wishing to return from a leave of absence of more than ninety (90) working days shall be required to notify the Board in writing of his/her desire to return, at least sixty (60) calendar days prior to the date of his/her return, or to request an extension, or to submit a resignation; otherwise, the employee's employment with the district will be considered terminated.
- 11.1.05** Any employee who leaves employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment, in accordance with applicable law.

# ARTICLE 12

## COMPENSATION AND INSURANCE PROTECTION

### **12.1 Salary Schedule:**

The salaries of employees covered by this Agreement are set forth in “Schedules A-1 and A-2” which are attached to and incorporated in this Agreement. Such salaries shall remain in effect during the term of this Agreement.

### **12.2 Step Increases**

There shall be no step increases during the term of this Agreement.

### **12.3 Salary Installments:**

Employees are currently paid under a 26-pay year.

Oakland Schools, the entity that provides payroll services, is in the process of converting Clawson Public Schools to a 24-pay year. The 24-pay provision shall be implemented after being advised that Oakland Schools is able to undertake the conversion to a 24-pay year.

### **12.4 Longevity**

Longevity payments of \$400 for each staff member with over 10 years of service, to be paid over 19 payrolls in 2021-22 and then 1/24<sup>th</sup> on each payroll from 2022-2023 and forward.

### **12.5 Insurance Protection:**

All employees, and those hired by the District following ratification of this Agreement, who are considered full time-time employees shall have the option to select health insurance coverage. Employees selecting health insurance coverage shall be placed upon the SET SEG Minimum Essential Coverage Plan.

In the event that the SET SEG Minimum Essential Coverage Plan is unavailable to the bargaining unit employees, the Board will make available a different low cost health insurance plan that is mutually agreed upon by the parties.

Employees shall contribute 9.5% of their rate of pay multiplied by 130 each month towards the cost of the single subscriber coverage of the health plan, calculated using the following formula:

$$.095 \times 130 \times \text{hourly rate of pay} = \text{employee's monthly contribution}$$

The Board shall be responsible for all remaining costs.

Employees may select either two-person or full family coverage by paying the difference in the premium cost of the single subscriber and two-person or full family coverage.

Required employee contribution and formula will be revised if ACA or its regulations applicable to this section are amended.

# ARTICLE 13

## GRIEVANCE PROCEDURES

### 13.1 Definitions:

**13.1.01** A "grievance" is a claim based upon an event or condition that allegedly affects the conditions or circumstances under which an employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this Agreement.

**13.1.02** The term "employee" includes any individual or group of personnel employed by the Board and who are covered by this Agreement.

**13.1.03** The term "day" shall be interpreted as meaning a working school day, unless otherwise stipulated.

A grievance may be withdrawn at any level without prejudice.

### 13.2 Purpose:

The primary purpose of the procedures set forth in this section is to secure, at the lowest level possible, quick, agreeable and equitable solutions to a stated grievance. The parties agree that these proceedings shall be kept as confidential as may be reasonably permitted under applicable law. Nothing contained herein shall be construed as limiting the right of any employee, having filed a grievance, to discuss the matter informally with members of the administration.

### 13.3 Hearing Levels:

**13.3.01** **Informal Level:** When a bargaining unit member(s) believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. If a meeting is not requested within ten days of when the grievant knew, or reasonably should have known, of the grievance, it shall be considered untimely. The Association shall be notified and a representative thereof may be present with the bargaining unit member at such meeting. Said meeting shall be held within five (5) days of the request for said meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she or the Association may formalize the complaint.

**13.3.02** **Formal Level 1:** If a complaint is not resolved at the informal level, the complaint may be formalized in writing (See "Schedule C") within eight (8) working days of the meeting between the supervisor(s) and the affected bargaining unit member(s). A copy of the grievance shall



be sent to the Association, and the administrative level responsible for the alleged grievance. The proper administrator shall, within five (5) working days of receipt of the grievance, hold a hearing and within five (5) days of the hearing shall render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association. A grievance may not be filed without written permission from the grievant.

**13.3.03 Formal Level 2:** If the Association is not satisfied with the disposition of the grievance at Level 1, or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be submitted to the Superintendent. Within five (5) working days after the grievance has been so submitted, the Superintendent shall meet with the Employee and/or the Association on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Association and the grievant(s). Should the Superintendent be the proper administrator at Level 1, the grievance form may be processed to Level 3, bypassing Level 2.

**13.3.04 Formal Level 3:** If the Association is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been rendered within fifteen (15) days, the Association, and only the Association, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules that shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. Arbitration fees and expenses shall be shared equally by the Association and the Board.

#### **13.4 Miscellaneous Conditions:**

**13.4.01** The term "days" when used in this Article shall mean workdays. Time limits may be extended by mutual written agreement of the parties.

**13.4.02** Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

**13.4.03** Grievances affecting two (2) or more employees of the bargaining unit may be initiated at Level 2 of the grievance procedure at the option of the Association.

**13.4.04** If any bargaining unit employee for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be

reinstated with full reimbursement for all compensation lost, including fringe benefits, unless the arbitrator orders otherwise. Any employee whose discharge or discipline has been reversed by an arbitrator shall have any reference to said action expunged from their personnel file.

**13.4.05** For the purpose of assisting a bargaining unit employee or the Association in the prosecution or defense of any contractual, administrative or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative, usually the executive director, access to and the right to inspect and acquire copies of non-exempt personnel files.

**13.5 Miscellaneous:**

**13.5.01** All proceedings and preliminary decisions shall be private and shall remain confidential until a final disposition of the grievance is made.

**13.5.02** There shall be no reprisals by either party because of participation in the grievance procedure.

**13.5.03** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**13.5.04** Three (3) copies of all forms (see 'Schedules D & E') for filing grievances and other related documents shall be made: one for the grievant, one for the Board, and one for the Association.

**13.5.05** A grievance may be withdrawn at any level without prejudice.

## ARTICLE 14

### STRIKES AND LOCK-OUTS

#### **14.1 Strikes:**

No strikes of any kind shall be caused or sanctioned by the Association during the term of this Agreement.

#### **14.2 Lock-outs:**

No lock-outs of employees shall be instituted by the Board during the term of this Agreement.

# ARTICLE 15

## DISCIPLINE AND DISCHARGE

### 15.1 Just Cause:

No non-probationary bargaining unit employee shall be disciplined or reduced in rank or compensation without just cause.

### 15.2 Discipline:

Disciplinary action or measures shall include the following:

<b>15.2.01</b>	Oral reprimand
<b>15.2.02</b>	Written reprimand
<b>15.2.03</b>	Suspension
<b>15.2.04</b>	Discharge

Progressive discipline is not appropriate for all misconduct. Misconduct involving drugs or alcohol, violence, theft, any behavior that affects the safety and welfare of the students, gross misconduct, or other serious offenses are not required to follow the above progression.

Disciplinary action may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedures.

If the Superintendent or designee has reason to reprimand an employee, it shall be done in private.

**15.3** The employee shall have the right to take up the discharge as a grievance at the second level of the Grievance Procedure and through the remaining levels.

### 15.4 Rights to Representation:

Employees shall at all times be entitled to have an Association representative and/or Uniserv Director present when being disciplined. The Board shall inform the employee of this right before disciplining the employee. If the employee requests that an Association representative present, the Board shall delay action for up to twenty-four (24) hours so that an Association representative may be present. For serious disciplinary action involving suspension or termination, the meeting may be adjourned to permit the attendance of the Uniserv Director.

# ARTICLE 16

## EVALUATIONS

- 16.1** All bargaining unit employees shall be evaluated by June 1 of each school year by their supervisor, using the criteria contained in Section 16.5 below. The supervisor shall retain one copy of the evaluation, one copy shall be given to the employee during the evaluation conference, and one copy shall be placed in the employee's personnel file in the Superintendent's Office.
- 16.2** Bargaining unit employees receiving evaluations that denote need for improvement shall be subject to additional evaluations as deemed necessary by supervisor.
- 16.3** Probationary employees shall be evaluated prior to the completion of their probationary period.
- 16.4** If the bargaining unit employee believes the material placed or to be placed in the file is inappropriate or in error, the employee may submit a written response to said material, and said response will be attached to and made a permanent part of the material in question.
- 16.5** The evaluation instrument (see "Schedule D-1") will contain the following evaluation criteria that will be used when evaluating Unit A employees:
- 16.5.01** Appropriate Support System  
Interpersonal Relationships  
Organizational Skills  
Employee Relationship with Students/Teachers/Parents  
Efficiency  
Initiative  
Demeanor and Appearance  
Integrity  
Areas of Strength and Areas to Improve
  - 16.5.02** The evaluation instrument will also contain the following information:  
  
Name of Employee  
Classification/Assignment/Building  
Name of Supervisor  
Evaluation Period  
Date of Evaluation Meeting

The evaluation instrument (see "Schedule D-2") will contain the following evaluation criteria that will be used when evaluating Unit B employees:

**16.05.03** Appropriate Support System  
Interpersonal Relationships  
Organizational Skills  
Employee Relationship with Students/Teachers/Parents  
Efficiency  
Initiative  
Demeanor and Appearance  
Integrity  
Areas of Strength and Areas to Improve

**16.05.04** The evaluation instrument will also contain the following information:

Name of Employee  
Classification/Assignment/Building  
Name of Supervisor  
Evaluation Period  
Date of Evaluation Meeting

- 16.6** An employee's signature on the evaluation instrument denotes receipt thereof. It is understood that an employee has the right to submit a rebuttal statement that will be attached to the evaluation document before it is placed in the employee's personnel file.
- 16.7** The parties will meet to develop a new evaluation tool that will be utilized in the 2019-2020 school year and thereafter.

## ARTICLE 17

### MISCELLANEOUS

**17.1** This Agreement shall supersede any rules, regulations or practices that shall be contrary to/or inconsistent with its terms.

**17.2** Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Board, or in any way abridging or reducing such authority.

**17.3** If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**17.4 Individual Agreement:**

Any individual contract between the Board and an individual bargaining unit employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

**17.5 Building Policy:**

Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with State Law, School Board Policy, this Agreement, or other authority.

**17.6 Severability:**

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of the Agreement be found contrary to law, the parties shall meet to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

**17.7 Protection of Members:**

**17.7.01** Any case of physical assault upon a bargaining unit employee while in the course of his/her employ shall be promptly reported to the Board or its designated representative. Providing the employee was acting within the scope of his/her duties and authority and at the request of the employee involved, the Board will provide the

appropriate support to advise the employee of his/her rights and obligations with respect to such assault.

**17.7.02** Any absences by the employee because of an assault which results in the employee not being able to perform the essential functions of their regularly assigned duties in the course of his/her employment, shall be fully excused, shall not lose wages, and shall not be considered to reduce the employee's sick day allowance for the first two (2) days, provided a physician's written verification is received by the Board.

**17.7.03** The Board will reimburse the employee for loss or damage to personal property in connection with any assault of said member in the course of employment provided the employee was acting in the scope of his/her duties. Such reimbursements shall take place within two (2) weeks of the presentation of evidence of loss. Limits upon such liability shall be a maximum of five hundred dollars (\$500.00), less the amount of insurance payment the employee may be entitled to through personal or school district insurance plans.

**17.7.04** If any bargaining unit employee is complained against or sued by reason of performing the duties or responsibilities of his/her job consistent with the Board's policy, the Board will provide legal counsel and render all necessary assistance to the employee in his/her defense, if employee follows all applicable laws, policies, and regulations.

**17.7.05** No member will work in a school building unless an administrator or another employee is on duty.

**17.8 Application for Athletic Positions:**

Units A and B employees wishing to apply for open coaching positions will be given second consideration for a position (first consideration being given to members of the teacher's union), provided that qualifications and experience are equal to or greater than outside applicants.

**17.9** All employees are required to notify the Board within three business days if they have been charged with a crime listed in Section 1535a(1) or Section 1539b(1) of the Revised School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States, as required by the Revised School Code, MCL 380.1230d.

**17.10** In accordance with Section 15 of the Public Employment Relations Act, MCL 423.215 this entire Agreement or specific provisions of this Agreement may be rejected, modified or terminated by an emergency manager appointed under the



Local Government and School District Fiscal Accountability Act MCL 141.1401 to 141.153.

# ARTICLE 18

## TERMINATION OF CONTRACT

This Agreement shall become effective as of August 19, 2021, and shall continue in full force and effect until June 30, 2023 with a wage reopener on June 30, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument this 13th day of September, 2021.

### **CLAWSON PARAPROFESSIONAL ASSOCIATION/MEA-NEA**

Christopher D. Pratt  
MEA/NEA Representative

Kelly Dauna  
President

### **BOARD OF EDUCATION OF CLAWSON PUBLIC SCHOOLS**

Kimberly M. Collier  
Board President

Kimberly A. Zarnick  
Board Secretary

**“SCHEDULE A-1”**  
**The Clawson Paraprofessional Association/MEA/NEA**  
**SALARY SCHEDULE**  
**UNIT A – PARAPROFESSIONALS**

<b>PARAPROFESSIONAL I</b>	
Special Ed./ Pre-School/ Teacher Aides Operational Support	
<b>SALARY STEPS</b>	<b>2021-2022 No Step</b>
<b>1</b>	13.50
<b>2</b>	14.00
<b>3</b>	14.50
<b>4</b>	15.25
<b>5</b>	16.75

<b>PARAPROFESSIONAL II</b>	
Elementary Breakfast/ Lunch Monitors Bus Driver Aides	
<b>SALARY STEPS</b>	<b>2021-2022 No Step</b>
<b>1</b>	13.00
<b>2</b>	13.54
<b>3</b>	14.06
<b>4</b>	14.81
<b>5</b>	15.04

<b>PARAPROFESSIONAL III</b>	
ASD Paraprofessionals	
<b>SALARY STEPS</b>	<b>2021-2022 No Step</b>
<b>1</b>	17.02
<b>2</b>	17.75
<b>3</b>	18.75
<b>4</b>	19.75
<b>5</b>	20.98

<b>PARAPROFESSIONAL IV</b>	
<b>ESL Paraprofessionals</b>	
<b>SALARY STEPS</b>	<b>2021-2022 No Step</b>
<b>1</b>	16.41
<b>2</b>	17.13
<b>3</b>	17.91
<b>4</b>	18.69
<b>5</b>	19.50

**“SCHEDULE A-2”**  
**The Clawson Paraprofessional Association/MEA/NEA**  
**SALARY SCHEDULE**

**UNIT B – PRE-SCHOOL TEACHERS**  
**2021-2022**

<b>Step</b>	<b>CDA</b>	<b>Assoc.</b>	<b>BA</b>	<b>BA/ZA</b>	<b>BA/ZA + 20</b>
1	20.97	22.05	22.60	23.13	23.68
2	21.60	22.71	23.28	23.83	24.39
3	22.25	23.40	23.97	24.54	25.12
4	22.92	24.10	24.69	25.28	25.88
5	23.60	24.82	25.43	26.04	26.65

# "SCHEDULE B"

The Clawson Paraprofessional Association/MEA/NEA  
and  
Clawson Public Schools

## GRIEVANCE REPORT FORM

Grievance No.: \_\_\_\_\_

<b>Building:</b>	
<b>Assignment:</b>	
<b>Name of Grievant:</b>	
<b>Date Filed:</b>	

### FORMAL LEVEL I

{File with appropriate administrator/supervisor}

Date Cause of Grievance Occurred: \_\_\_\_\_

**A.** Section(s) and paragraph alleged to have been violated [include page number(s)]:

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**B.** Statement of grievance:

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**C.** Relief sought:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Date of Meeting(s): \_\_\_\_\_  
Disposition by Administrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

E. Position of Grievant/Bargaining Unit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**FORMAL LEVEL II**

{Superintendent}

A. Date of Meeting(s): \_\_\_\_\_  
Disposition by Administrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

B. Position of Grievant/Bargaining Unit:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**FORMAL LEVEL III**

{Arbitration}

A. Date submitted to arbitration: \_\_\_\_\_

\_\_\_\_\_  
Signature Date

# “SCHEDULE C-1”

**The Clawson Paraprofessional Association/MEA/NEA**

## EVALUATION FORM – UNIT A

<b>Employee:</b>	<b>Date of Evaluation Meeting:</b>			
<b>Supervisor:</b>	<b>Evaluation Period:</b>			
<b>CLASSIFICATION:</b> Please check all that apply:				
<input type="checkbox"/> <b>Paraprofessional I</b>	<input type="checkbox"/> Special Education Aides	<input type="checkbox"/> Teacher Aides	<input type="checkbox"/> Operational Support	
<input type="checkbox"/> <b>Paraprofessional II</b>	<input type="checkbox"/> Elementary Lunch Monitors	<input type="checkbox"/> Bus Driver Aides		
<input type="checkbox"/> <b>Paraprofessional III</b>	<input type="checkbox"/> AI Center Program Aides			
<b>BUILDING:</b> Please check all that apply:				
<input type="checkbox"/> High School	<input type="checkbox"/> Middle School	<input type="checkbox"/> Schalm	<input type="checkbox"/> Kenwood	<input type="checkbox"/> Baker

<b>1. APPROPRIATE SUPPORT SYSTEM</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>2. INTERPERSONAL RELATIONSHIPS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>3. ORGANIZATIONAL SKILLS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>4. EMPLOYEE RELATIONSHIP WITH STUDENTS / TEACHERS / PARENTS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>5. EFFICIENCY</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>6. INITIATIVE</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>7. DEMEANOR AND APPEARANCE</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>8. INTEGRITY</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>AREAS OF STRENGTH</b>			
<b>AREAS TO IMPROVE</b>			
<b>RECOMMENDED FOR CONTINUED EMPLOYMENT</b>			
<input type="checkbox"/> YES		<input type="checkbox"/> NO	

**SUPERVISOR:** \_\_\_\_\_ **\*EMPLOYEE:** \_\_\_\_\_  
Dated Dated

\*The signature of the employee denotes receipt of this evaluation. It is understood that the employee has the right to submit a rebuttal statement that will be attached to this document before placement in employee's personnel file.



# “SCHEDULE C-2”

**The Clawson Paraprofessional Association/MEA/NEA**

## EVALUATION FORM – UNIT B

<b>Employee:</b> _____	<b>Date of Evaluation Meeting:</b> _____
<b>Supervisor:</b> _____	<b>Evaluation Period:</b> _____
<b>CLASSIFICATION: PRE-SCHOOL TEACHERS</b>	
<b>BUILDING:</b> Please check all that apply:	
<input type="checkbox"/> High School	<input type="checkbox"/> Middle School
<input type="checkbox"/> Schalm	<input type="checkbox"/> Kenwood
<input type="checkbox"/> Baker	

<b>1. APPROPRIATE INSTRUCTIONAL STRATEGIES</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>2. INTERPERSONAL RELATIONSHIPS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>3. ORGANIZATIONAL SKILLS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>4. EMPLOYEE RELATIONSHIP WITH STUDENTS / TEACHERS / PARENTS</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>5. EFFICIENCY</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>6. INITIATIVE</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>7. DEMEANOR AND APPEARANCE</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>8. INTEGRITY</b>			
<input type="checkbox"/> Exceeds Expectations	<input type="checkbox"/> Meets Expectations	<input type="checkbox"/> Needs Improvement	<input type="checkbox"/> Unsatisfactory
<b>AREAS OF STRENGTH</b>			
<b>AREAS TO IMPROVE</b>			
<b>RECOMMENDED FOR CONTINUED EMPLOYMENT</b>			
<input type="checkbox"/> YES		<input type="checkbox"/> NO	

**SUPERVISOR:** \_\_\_\_\_ **\*EMPLOYEE:** \_\_\_\_\_  
Dated Dated

\*The signature of the employee denotes receipt of this evaluation. It is understood that the employee has the right to submit a rebuttal statement that will be attached to this document before placement in employee's personnel file.