



PROFESSIONAL AGREEMENT

**Clawson Board of Education and
Clawson Education Association, MEA/NEA**

2022-2023

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**Professional Agreement Between the
CLAWSON BOARD OF EDUCATION
and the
CLAWSON EDUCATION ASSOCIATION, MEA/NEA**

THIS AGREEMENT is entered into this 1st day of January, 2022 by and between the **BOARD OF EDUCATION OF CLAWSON PUBLIC SCHOOLS**, Michigan, hereinafter referred to as the "Board", and the **CLAWSON EDUCATION ASSOCIATION, MEA/NEA**, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize that providing a quality education for the children of Clawson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service; and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards; and

WHEREAS, the Board and the Association have a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, as amended, to bargain reasonably with each other with respect to hours, wages, terms, and condition of employment of the teaching staff (excluding prohibited subjects); and

WHEREAS, the parties, following extended and deliberate professional 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 1

Recognition

1.01 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act No. 379, Public Acts of 1965 as amended, for all full-time and part-time professional personnel it employs, whether or not assigned to a public school building, who are certified by the Michigan Department of Education, including but not limited to:

Classroom Teachers
School Psychologists
Social Workers
Permanent Substitutes Employed by the District
Teachers of Pre-Primary Impaired
Speech & Hearing Therapists
Guidance Counselors
Advising or Critic Teachers
Librarians
Teachers of the Homebound/Hospitalized
Reserve Teachers (as defined in Article 18)

Not included in the bargaining unit are:

Supervisory, Administrative and Executive Personnel
Office and Clerical Personnel
Day-to-Day Substitute Teachers
Permanent Substitutes Employed By Third Party Vendor
Paraprofessional Personnel/Teacher Aides
Maintenance and Operations Personnel
Athletic Director

1.02 In cases where it is known that a contract teacher will be unable to perform his/her teaching duties for seventy-five (75) calendar days or longer, the Board shall provide a substitute teacher for the remainder of the teacher's absence.

In the event that a Reserve Teacher is assigned by the District as a substitute for less than seventy-five (75) calendar days beginning with the 31st day in that assignment, the Reserve Teacher shall be paid at the rate of BA level 1.

1.03 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

1.04 Term definitions: When used in this Collective Bargaining Agreement:

Ancillary Staff: shall mean all professionals within the bargaining unit represented by the Association who are not certificated and/or whose employment is not regulated by the Michigan Teachers' Tenure Act, as amended.

Board: shall mean the Board of Education, Superintendent, Assistant Superintendent, Business Manager, Building Administrator or any other agent of the Board of Education.

Unit employees: shall mean all employees within the bargaining unit subject to this Collective Bargaining Agreement, regardless of status under the Michigan Teachers' Tenure Act.

Teacher: shall mean all certificated individuals whose employment is regulated by the Michigan Teachers Tenure Act, as amended, who are represented by the Association in the bargaining unit.

Permanent Substitute: shall refer to a teacher who qualifies under Section 1.02.

ARTICLE 2

Association Rights

- 2.01 The Board will furnish the CEA monthly, at its principal office, the name and building assignment of all unit employees hired, terminated, or otherwise removed from the payroll.
- 2.02 The Board agrees to furnish the Association two copies of Board agendas and minutes. In addition, when requested in writing, the Board shall furnish the Association other materials considered by Law to be public information. Further, the Board shall, in a timely manner, send copies of Board agendas and minutes to each building for posting on the Association bulletin board.
- 2.03 The Board shall make available to the Association, in a timely manner, upon request, other materials needed for bargaining unit negotiations.
- 2.04 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 not to interfere with regularly scheduled school activities, provided approval is obtained in advance from the Superintendent of Schools or his/her agent, and provided the Association shall pay for any extra maintenance and service cost incurred because of any meeting.
- 2.05 The Association shall have the right to hold building meetings within fifteen (15) minutes after the regular dismissal time for students on Tuesdays. Other days for Association building meetings may be used upon approval of the building principal. In all cases the building principal shall assign a suitable room for the Association meetings.
- 2.06 The President of the Association or his/her duly appointed representative(s) shall be released from regular duties without loss of salary at least forty-five (45) days each year for the purpose of participating in Association business. The Superintendent may grant any additional days after being requested by the Association, and only the cost of the substitute teacher salary shall be borne by the Association for days in excess of forty-five (45) days.
- 2.07 Copies of the Agreement shall be printed at the expense of the Board. The Board or its agent shall present copies of the Agreement to all teachers now employed or hereafter employed by the Board. Further, the

Board will provide the Association with at least twenty-five (25) copies of the Agreement for its own use. The Association and the Board will make copies of the Master Agreement available within thirty (30) days after ratification.

ARTICLE 3

Employee Rights

- 3.01 The Board understands that every unit employee of the school system shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the laws of Michigan, the United States, or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher by reason of membership in the Association, participation in any activities of the Association, or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.02 No unit employee shall be required to wear or prevented from wearing official insignia, pins, or other identification of membership in the Association on school premises.
- 3.03 Deductions for Direct Deposit, Tax Deferred Annuities, or other current deductions will continue as authorized by individual teachers or law. Other deductions may be arranged by mutual agreement between the Board and the Association.
- 3.04 Just Cause: No ancillary staff shall be disciplined, discharged, reprimanded, reduced in rank or compensation, dismissed or suspended without just cause.
- 3.05 The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, handicap, or membership in, or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin, and to seek to achieve full equality of educational opportunity for all students. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not the appropriate concern or attention of the Board unless it affects performance as an educator.

3.06 Annexation: In the event that Clawson Public Schools is forcibly or voluntarily annexed through action taken by the Courts, the State of Michigan, State Board of Education, Intermediate School District, or consolidated with another district(s), teachers of Clawson Public Schools shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation taken place.

Annexation or consolidation through action taken by Courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate, shall not cause a teacher to lose or reduce leave rights, salary status, fringe benefits, employment, or other rights provided for in this Master Agreement.

3.07 The Board specifically recognizes the rights of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency; or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to respond to the arbitrator's award as provided under Article 16, Grievance Procedure.

3.08 Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School laws, or Teacher Tenure laws. The rights granted to and the duties of teachers hereunder shall be deemed to be in addition to those provided elsewhere.

3.09 In any meeting with an Administrator, the unit employee shall be entitled to have an Association Representative present. If a unit employee requests an Association representative at the meeting, and the meeting can be delayed with no effect on the educational process, then up to a 24-hour delay shall be granted. In cases where the educational process will be affected, and the teacher requests an Association member to be present, or the Administrator requests the Association to be present, the building representative, or his designee, will meet with the Administrator as soon as possible.

All reprimands, warnings, and/or disciplining of a unit employee shall be done in private. Both parties may have representatives present.

3.10 It is understood by the parties that the official personnel file for each unit employee consists of the (1) Central Office personnel file, which is the district permanent record file, and (2) the Building Administrator's file, which is the Building Principal's working file.
Unless waived by the unit employee, copies of all materials entered in either personnel file shall be given to the teacher within ten (10) days.

Unit employees shall have access to either file for examination in the presence of the administrator or his/her designee. A representative of the

Association may be requested by the unit employee to accompany the unit employee in such review.

Unit employees shall have the right to insert a rebuttal to any item placed in either personnel file and it shall be attached to the item rebutted. Except where prohibited by law, all complaints received by the District, shall be reported to the unit employee within two (2) weeks after receipt of the complaint.

- 3.11 Letters of complaint sent to the Board shall be forwarded to the Superintendent. If investigated, the unit employee shall be promptly notified upon completion of the investigation.

ARTICLE 4

Board of Education Rights

- 4.01 There is reserved exclusively by the Board all the responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and of the United States, or which have been heretofore properly exercised by it, except where expressly limited by the provisions of the Agreement. The Board retains the right, among others to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement, and/or are not violative of the law.

ARTICLE 5

Professional Compensation

5.01 The salaries of teachers and payment for extra-curricular activities covered by this Agreement are set forth in Schedules “A” and “B” which are attached to and incorporated in this Agreement.

5.02 Professional Compensation:

Teacher work days will be set forth in the district/school calendar.

Teachers required to work extra days not covered by Schedule “B”, will be compensated at either the following rate or equivalent compensatory time, at the option of the teacher. Example:

2013-2014 2014-2015	Annual Salary divided by Number of Teacher Work Days
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5.03 Longevity:

Teachers will receive a longevity stipend annually according to the following chart:

15-19 years of service	\$400
20-24 years of service	\$500
25-29 years of service	\$600
30 + years of service	\$700

Years of service will be based on the seniority list.

Note that longevity under this section shall be paid out for the 2021-2022 school year. Longevity under this section for the period of September 10, 2022 (or the immediately preceding business day if September 10 is a non-business day) through December 31, 2023 shall be non-operative. The parties agree that this article and section shall return operational as written below in a successor collective bargaining agreement.

5.04 Compensatory Time (“Comp. Time”):

Compensatory Time can be earned through substituting for another teacher during a scheduled plan period, through the participation in an activity in

which prior written approval from the building administrator has been given, or through attendance at any building activity (i.e. duplicate Open Houses, duplicate parent-teacher conferences, and other school-related activities that teachers are requested to attend) for which Comp. Time has not already been allocated.

Those teachers who have accrued "Comp. Time" will be compensated by either additional pay (see #1 below) or released leave time (see #2 below).

"Comp. Time" shall be paid/disbursed at the next payroll period after it is earned, or accumulated and paid/disbursed at the first payroll period in November, February, and April (the "Quarterly Pay Periods"), and finally in the last payroll in June, at the option of the teacher; however, a teacher may not carry more than 13 hours of comp time into a new Quarterly Pay Period.

- (1) Teachers shall be paid a rate of \$35.00 per hour (60 minutes). Teachers substituting for any time period shall be paid at amount calculated proportionately on the \$35.00 per hour (60 minutes) base rate.
- (2) Teachers will give forty-eight (48) hours' notice for the use of accrued "Comp. Time" except at holiday and vacation periods when two weeks' notice is necessary. No more than three (3) teachers per building may use "Comp. Time" on any given day.

All accrued "Comp. Time" must be used prior to the last five (5) days of each school year unless the building administrator gives prior approval.

There will be no carryovers of "Comp. Time" from one school year to the next.

5.05 Payroll shall be on 24 pays, with the first pay of each year commencing on September 10 (or the immediately preceding business day if September 10 is a non-business day). Pays will be on the 10th and 25th of each month (or the immediately preceding business day if the 10th and 25th are non-business days). Teachers will be paid on the 10th and 25th of each month (or the immediately-preceding business day, if the 10th or 25th is a non-business day).

5.06 Prior to the first payroll of the school year, the District will post the schedule of pay dates on the website. If school is not in session within two (2) days of the scheduled pay date, paychecks will be issued on the last day of school before the pay date; otherwise checks will be mailed or may be picked up at the Board Office.

Pay shall be by direct deposit. In that event, the District's contractual obligations regarding delivery of physical paychecks shall no longer be applicable.

- 5.07 Clawson teachers shall be allowed to accept remuneration for tutoring any Clawson Public School student, as long as that student is not currently in the teacher's class, the appropriate administrator approves the assignment, and the tutoring is not conducted on school district property, except when waived by the Superintendent of Schools.

[*Reference Letter of Agreement dated June 6, 2005]

- 5.08 Any school year bargaining unit employee who collects unemployment compensation during the summer months (MESC's "summer denial period") and who is recalled before the start of his/her normal work year to a position with the same or more hours of work, shall be obligated to reimburse the District the amount of unemployment compensation collected during the summer months. The District is authorized to obtain repayment through a payroll deduction of the appropriate amount in equal payments over the entire year.

ARTICLE 6

Teaching Hours

6.01 Teachers' Hours:

High School: The teachers' hours in the high school shall be as follows:

7:40 a.m. – 2:42 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30-minute duty-free lunch)

Middle School: The teachers' hours in the middle school shall be as follows:

7:40 a.m. – 2:39 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30-minute duty-free lunch)

Elementary: The teachers' hours in the elementary schools shall be as follows:

8:10 a.m. – 3:11 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30-minute duty-free lunch); on half-days, student dismissal time will be 11:25 a.m.

Elementary lunch shall begin no earlier than 11:00 a.m.

On days when students are not in session or are in session for a half-day only, the lunch period for all teachers shall be extended.

Teachers shall be allowed to leave school as soon as regular classes have ended on Friday, the day before holidays, or Association meeting days. Further, teachers may leave the building prior to their scheduled ending time on other days if approved by the building principal.

6.02 Hours of Instruction

Refer to "Appendix A" – School Calendars

6.03 It is expressly understood that days of instruction and teaching hours must meet the instructional requirements of the State of Michigan.

6.04 The normal weekly teaching load in the elementary schools shall in no case exceed an average of five (5) hours and fifteen (15) minutes of student instruction per day, exclusive of specials time. No departure from

these norms shall be authorized without prior agreement between the Board and the Association.

6.04.01 There shall be art, music, media, and physical education instruction provided for all elementary students in Kindergarten through Fifth Grade. A minimum of two hundred twenty (220) minutes of release time per week with a minimum of forty (40) minutes per day shall be provided to each elementary teacher.

In addition, each elementary teacher shall be provided a weekly 30-minute library media center experience assisted by the library/media technical assistant.

The principal will post a weekly schedule the first week of school.

Special subjects in grades K through five shall be scheduled so that each general education classroom teacher is guaranteed released time of a minimum of two hundred twenty (220) minutes per week and a minimum of forty (40) minutes per day.

When an elementary art, music, media or physical education teacher is absent, the Board shall hire a substitute teacher for that area. When no substitute is available for the art, music, media or physical education teacher, the following option will be implemented: Hire a substitute teacher the same day or within two days to go into the rooms of the regular classroom teacher to relieve said teacher for the amount of planning time normally scheduled.

When an assembly supersedes a special subject period or other school related event, the principal shall arrange for the regular classroom teacher to leave his/her students for time normally used for the special class.

Special subject teachers and special education teachers shall have as a minimum, the same amount of released time per day as regular classroom teachers.

6.04.02 The normal daily teaching assignment in the secondary schools shall consist of five (5) classes and one (1) preparation period.

6.05

The District and the Association recognize that it is necessary to conduct meetings in the areas of curriculum, instruction and faculty responsibilities.

A staff meeting is defined as a meeting not to exceed 60 minutes in length where the teaching staff meet in person or virtually. Staff meetings for the school year are at the building administrator's discretion and there shall be no more than ten (10) meetings per school year. Staff meetings may be defined as on or off-site collaboration, virtual, grade level, department, building initiatives, and other reasons to be determined by the building administration.

Starting times for staff meetings:

1. Staff meetings shall begin five (5) minutes after the regularly scheduled dismissal time.
2. Joint building meetings shall be punctual, at a mutually agreed upon time.
3. Approval of increase from eight (8) to ten (10) staff meetings is contingent upon the district's agreeing to moving DPPD to six (6) full days of instructional time.
4. Teachers will receive forty-eight (48) hours' notice of any staff meeting.

ARTICLE 7

Transfers, Assignments, Vacancies

7.01 Involuntary Transfers of Ancillary Staff:

7.01.01 In cases which necessitate an involuntary transfer of ancillary staff, it is agreed that certification first, the lowest district-wide seniored ancillary staff within that building second, and then qualifications shall be the deciding factors.

7.01.02 All ancillary staff whose assignments will be changed due to an involuntary transfer for the coming school year shall be given written notice of their assignments no later than the end of the school year, except as noted in 7.01.03 (c), and in cases where an ancillary staff returns from a leave or returns from a layoff.

7.01.03 Involuntary transfers may be affected for justifiable reasons. For purposes of this provision, justifiable reasons are:

- (a) Changes in student enrollment within the effected building or within the district.
- (b) In order to recall laid-off ancillary staff.
- (c) Program changes.

7.01.04 An involuntary transfer shall be defined as:

- (a) A change from one building to another.
- (b) A change in department in the secondary.
- (c) Any change in assignment that is made by the first Friday of the new school year. From the first Friday after the beginning of the school year there shall be no involuntary transfers except to effectuate the recall of a laid-off ancillary staff during the school year, changes in student enrollment, or program changes.

7.02 Assignments:

7.02.01 All class assignments shall be by building and handled as follows: By April 15 of each school year, unit employees within each departmental area or building shall be provided opportunity confer with and make recommendations to administration regarding course proposals and proposed unit employee teaching

assignments as part of the process of developing a final master schedule for each semester and/or school year.

7.02.02 The administrator may consider volunteers for the assignment.

7.03 Reassignments/Ancillary Staff:

7.03.01 Reassignment of ancillary staff shall not be made for arbitrary or capricious reasons. Ancillary staff who believes that a reassignment has been made for arbitrary or capricious reasons may file a written complaint with the Superintendent within 5 days of receipt of notice of the reassignment. The Superintendent shall convene a six-member panel consisting of three members chosen by the CEA, and three chosen by the administration within two weeks. The panel shall meet with the parties to review the complaint. The reassignment decision may be reversed by a majority vote of the panel. In the event of a tie vote, the reassignment proceeds.

7.03.02 The parties agree to meet as necessary to discuss the effectiveness of this reassignment provision.

7.03.03 A voluntary change in assignment between two (2) teachers may be approved by the building administrator.

7.04 Vacancies:

A vacancy is when a unit employee leaves a position and that position requires a unit employee to fill the position. This shall include layoff, leave of absence, and resignations or dismissal. A vacancy is created also when a new job and/or position is introduced into the program.

When a vacancy occurs during the school year, the Board has the option of filling said vacancy either by voluntary transfer or new hire. It is further understood that recalls of laid-off ancillary staff shall be the first method used to fill the vacancy when anyone on layoff is qualified for the position. See 10.03.04.

All vacancies occurring within the bargaining unit shall be posted in each building for at least five (5) days prior to the position being filled. The postings shall contain:

- (a) The building or special service department.
- (b) The tentative grade level and/or courses to be taught.
- (c) The academic and professional qualifications desired for the position.
- (d) The certification requirements and, if any, the accreditation requirements.

A copy of each posting shall be forwarded to the SODA Office. Ancillary staff vacancies occurring during the summer recess shall first be filled from written material (postmarked by June 30) sent by the ancillary staff member to the Board.

Seniority shall be defined as found in Article 10 dealing with Layoffs and Recall.

7.05 Highly Qualified Teacher Content Area Portfolio:

Teachers are Highly Qualified based on state and federal guidelines; any teacher who was Highly Qualified pursuant to the portfolio option, remains Highly Qualified, if permitted by the State.

ARTICLE 8

Teaching Conditions

8.01 The Board agrees to permit teachers to conduct educational field trips after the necessary forms have been filed and approved.

8.02 The Board agrees to maintain an adequate list of certificated substitute teachers. When it is necessary for the regular teacher to be absent, he/she shall call and inform the Board before 7:00 a.m. to report his/her unavailability for work. It shall be the responsibility of the Board to arrange for a substitute teacher. A teacher who has reported his/her unavailability for work may request a particular substitute teacher for his/her classroom.

The Board will supply the Association with a list of available substitute teachers in the district up to three times per year when requested by the Association. The list will include name and teaching areas.

8.03 Student Teachers: The parties agree that student teachers are an important aspect in good teacher preparation; therefore, it is agreed that:

- (1) Only tenure teachers will supervise student teachers.
- (2) Only teachers who volunteer or request student teachers will be granted a student teacher.
- (3) No more than five (5) student teachers will be assigned to the district any year, unless that number is mutually changed.

8.04 Telephones: Regular school telephone facilities shall be made available to teachers for school business and limited personal use only. All telephone calls requiring the dialing of the digit "1" and an area code, or any zone, shall be made at the teacher's expense, except school business calls as approved and recorded by the school office on the forms provided. The Board shall provide a telephone for the use of teachers in each school-building teacher's workroom (lounge).

8.05 Supervisory Assistance: It shall be the right and responsibility of the teacher to seek supervisory assistance when it is needed. The supervisor shall provide all reasonable assistance when requested by the teacher.

8.06 It is agreed that each teacher shall initially be responsible for disciplinary problems arising in the classroom. When a discipline problem is such that the teacher cannot carry out his/her normal lesson plan, the teacher, at his/her discretion may refer the student to the administrative office for a period of time not greater than one school day. After the school day, the

teacher and administrator shall meet to decide on a plan for resolving the problem. This procedure may be repeated.

8.07 The local building administrator and staff and/or department shall meet each year to prepare a local budget request. When the local building and/or department budget is prepared, copies shall be given to the Board so that they may have the information in developing a district budget.

8.08 Curriculum Involvement: There shall be no change in the district's curriculum, until the curriculum committee study is concluded and reported to the Board with a recommendation. It is understood that after a reasonable period of time, the committee must present a recommendation, so that the failure to complete the study and recommendation process does not preclude the Board from taking action on a curriculum change. Participation on curriculum study committees shall be voluntary.

When a curriculum study committee is necessary, notification shall be sent to the Association President. The Association will volunteer one teacher to be on the curriculum study committee. Said committee shall contain a minimum of three (3) teachers.

Teachers shall constitute at least fifty (50) percent of the membership of the curriculum study committee.

8.09 Academic Freedom: The parties seek to educate young people in the democratic tradition, to foster their recognition of both individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of the individual personality. Academic freedom in teaching shall be guaranteed to all teachers within the framework of curriculum and good judgment. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable. Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

8.10 Whenever possible, no secondary teacher shall have more than three (3) preparation periods.

8.11 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 the Laws, Rules and Regulations of Michigan and the United States, and/or any political subdivision thereof, the Master Agreement or the School Board policy.

8.12 The Board shall maintain C.A.-10's and the posting of grades on C.A.-39's and C.A.-60's in the secondary schools. In no cases will these duties be

assigned to a teacher. All information placed in C.A.-39's or 60's by a teacher should contain only factual information.

- 8.13 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires based on text materials used and similar materials are the tools of the teaching profession. Further, the parties shall continue to seek and use textbooks and supplementary reading materials that contain the contribution of minority groups to the history, scientific, and social development of the United States.

If the basic supplies necessary to open school that have been ordered by the Board do not arrive by the opening of school, the Board will provide said materials through other sources so as to have basic supplies by the opening day of school.

The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools, and the Board will endeavor to implement all joint decisions made by its representatives and the Association. The Board agrees at all times, subject to budget limitations, to keep the school properly equipped and maintained.

The Board will provide each teacher with two (2) or more of the following:

- (a) A lockable file cabinet
- (b) A lockable closet
- (c) A lockable desk
- (d) Some other mutually agreeable lockable space

All itinerant unit employees shall have an adequate workstation that may be more than one location per building.

- 8.14 Paved parking facilities, properly maintained, shall be provided at all buildings for teachers' use.

- 8.15 In all schools the local school principal may install a vending machine for beverages. All existing machines shall remain in their present buildings. The net proceeds from these machines are to be deposited in conformity with district accounting procedures.

- 8.16 The Board shall make available to each school building adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room, appropriately furnished, shall be reserved for use as a faculty lounge.

8.17

Any non-bargaining unit person employed by Clawson Public Schools is prohibited from being assigned to any bargaining unit position, curricular or extra-curricular. A bargaining unit position shall be defined as any position for which a pay rate has been negotiated by the Association and the Board.

The duties of any teacher or the responsibilities of any position in the bargaining unit will not be transferred to a person outside of the bargaining unit.

Schedule B1 – Athletic:

All extra-curricular positions set forth in Schedule B1 (Athletic) shall be made available to anyone wishing to apply for the position, both inside and outside the bargaining unit. All Schedule B1 Athletic Positions must be posted internally and externally for five days.

The selection for schedule B1 Athletic positions shall be made on the basis of the candidate's qualifications for the position, as determined by the administration. The most qualified candidate, as determined by the administration, shall be hired by the School District on a one-season, self-terminating contract which may be renewed in subsequent seasons and years at the sole discretion of the administration. Thus, persons selected for Schedule B1 (Athletic) positions are not guaranteed their Schedule B1 (Athletic) positions for the following season or year.

Those unit employees holding Schedule B1 Athletic position(s) will receive a One Hundred Seventy-Five Dollars (\$175) bonus in addition to the Schedule B1 stipend for each such extra duty position held during the school year.

Schedule B2 (Academic):

All Academic extracurricular positions in Schedule B2 (Academic) shall be offered first to unit employees. Except members on extracurricular probation, no teacher shall be released from any Academic extra-curricular program unless it is for just cause or resignation. The extracurricular probationary period shall be one (1) academic year.

The School District will post to the membership by June 1 of each year the Schedule B2 (Academic) positions that are not filled by a unit employee. Qualified unit employees will be given priority status when filling each Schedule B2 (Academic) position.

Qualified unit employees who hold a Schedule B2 (Academic) position(s) will receive a One Hundred Seventy-Five Dollars (\$175.00) bonus in addition to the Schedule B2 stipend for each extra-duty position held during the school

year. This will be true for each year of the contract beginning in 2004-05. The percentage shall be based on \$23,690.

- 8.18 Each building shall be equipped with at least one operable electric duplicating machine, plus an adequate supply of long and short copy paper. The High School, Schalm Elementary School and the Middle School shall have at least two (2) operable electric duplicating machines. Teachers shall have immediate access to said machines. The High School machines shall be located in the teachers' lounge.
- 8.19 I.E.P. meetings will be held during the teacher's working hours whenever possible. If an I.E.P. meeting must be held after the teacher's working hours, in accordance with IDEA statutes and regulations, the I.E.P. meeting will not start any later than 6:00 p.m. or occur on a Saturday or Sunday. Teachers attending I.E.P. meetings after work hours will be compensated in accordance with 5.04.
- 8.20 Staff members who are on a regular contract year, but who receive less than a full salary due to a reduced daily teaching, are expected to participate in any in-service days, but only to the same proportion that they would normally work for that day (i.e., a staff member who works only half days in the mornings should attend the morning portion of the in-service and would be dismissed for the afternoon sessions). Faculty meetings are expected to be attended, except where the meetings occur at opposite ends of the staff member's reduced work day (i.e., staff members working mornings should attend faculty meetings held before school but would not be expected to attend an after-school meeting). They are expected, however, to ascertain the discussions of any meetings not attended. Parent-teacher conferences are an obligation of all regular contract teachers, full or part-time, and any time required beyond the normal workday will be handled by compensatory time off.
- 8.21 Any person who has authority to change or reverse a teacher's decision regarding the grading of students, passing or failing, shall furnish the teacher with written notification of said action. The notification shall include the name of the student and rationale for said change.
- 8.22 Teachers shall not be required to administer medication to any students. The Board shall provide training for all teachers having to service medically fragile students. When a medically fragile student needs to be serviced, the teacher and appropriate administrator shall mutually develop a plan for the necessary medical procedure.
- 8.23 No member of the bargaining unit shall suffer any loss of pay, benefits or change in length of work and/or teaching day as a result of the school

district's participation in the Center for the Advanced Studies and the Arts program (CASA).

- 8.24 Teacher-In-Charge: An individual who volunteers by submitting an application to their building principal, for the teacher-in-charge pool, must be a tenured teacher and have at least two (2) years teaching experience in their building. Any teacher wishing to remove himself or herself from the teacher-in-charge pool must so notify the principal in writing. Selection of the teacher-in-charge for each building shall be done by the building principal and is not grievable. Teachers serving in this capacity shall receive a stipend of Five Hundred Dollars (\$500.00) per year. If more than one teacher serves in this capacity in a single building during a given school year, the stipend shall be divided between the teachers sharing this position.

A teacher-in-charge shall not serve as principal for an extended period of time. This provision is only to provide a substitute for the principal of the building on a short-term basis.

A teacher-in-charge shall not discipline staff within the building. If a serious problem arises with a staff member(s), the teacher-in-charge shall contact the superintendent or his/her designee and inform him/her that a situation has occurred which requires the superintendent's intervention. The superintendent's office shall be notified whenever a teacher is left in charge of a building in the principal's absence.

- 8.25 Probationary Teachers / Professional Development Activities

Probationary teachers shall during the first three (3) years of their probationary status be required to participate (without being provided additional compensation) in professional development activities/programs provided by or scheduled by the School District. The aforementioned probationary teachers shall be required to participate in twelve (12) hours of professional development activities during the first and second years of their probationary status and six (6) hours during the third year of their probationary status. The aforementioned hours of professional development activities shall be considered as a partial completion of the ninety (90) hours of professional development required by the State of Michigan Department of Education. The professional development activities/programs shall be developed by the Superintendent of Schools or his designee(s) and the President of the Association or her designee(s) and may include programs developed or offered by the Michigan Education Association. These activities shall commence during the 2002-03 school year.

ARTICLE 9

Class Size

- 9.01 Because the student-teacher ratio is an important aspect of any effective education program, the parties agree that class size shall not exceed the following maximums:
- 9.01.01 Elementary: Grades K-3: 29 students district average Grades 4-5: 30 students district average. No elementary class shall exceed thirty-three (33) students. Split classes shall be a minimum of two (2) students less than the district average.
- 9.01.02 Special Education: The maximum number of students per class will be in accordance with the State recommended guidelines.
- 9.01.03 High School: Academic Classes - Average class load per teacher – 31 students per class, maximum for any one class – 33 students.
- Middle School: Academic Classes - Average class load per teacher per day – 29 students per class, maximum for any class – 32 students.
- 9.01.04 Laboratory classes, art, home economics, language, science labs, vocational education, etc. – number of available stations and equipment.
- 9.01.05 Physical Education: Average class load per teacher – 40 students per class. Maximum for any one class – 45 students.
- 9.01.06 Music: In the areas of band and choir, class size shall be determined by cooperative scheduling between the teacher and building principal.
- 9.01.07 Counselors' and librarians' teaching loads: As suggested by North Central.
- 9.02 Pilot programs and other special programs may deviate from the class size table.
- 9.03 It is further agreed that any special education student who is mainstreamed into a general education class shall count as one full student in the total class count of that class during the time that student is placed in the regular

classroom. The total class count of the regular classroom shall be the largest number of students in attendance in the room at one time.

ARTICLE 10

Promotions, Layoff, and Recall

10.01 Seniority:

Seniority for this contract shall be defined as the number of years of service as a teacher or administrator in Clawson Public Schools, including accrued leave time. An administrator, in order to retain seniority rights under this section must have been promoted from a teaching position in the Clawson School District. The start of seniority shall be the latest date of hire. Seniority shall be determined by the date and time the teacher accepted the offer of employment.

10.02 Promotions:

It is the policy of the Board to consider administrative promotions from within the staff when in its judgment qualified staff members are available. Therefore, whenever any vacancy in a professional administrative position in the district occurs during the school year, such vacancy will be posted in each school building.

- (1) Title of Announcement of Vacancy
- (2) Title of the position that is open
- (3) Formal requirements of the position and notice that other qualifications are also considered in the final selection of someone to fill the position
- (4) Notice that search for a highly qualified person to fill the position is not restricted to this district
- (5) Final date for filing an application for the position

No such vacancy shall be filled, except on a temporary basis, until such vacancy has been posted for at least ten (10) calendar days.

A "promotion" is a change in position that results in additional compensation and the position is listed as an administrative position within the scope of the Board of Education policy manual. Promotions are not meant to include the taking on of additional duties in connection with extra-curricular and extra-contractual activities.

If such vacancy occurs during the summer, the Board will notify teachers by mail who have indicated a desire for such a promotion to an administrative position.

A teacher interested in being notified about an administrative position during the summer must on or before June 1st of each year submit to the Superintendent in writing his desire to be notified and a self-addressed, stamped envelope for such notification.

It is recognized that the Board will make the final determination in the filling of such vacancies that do occur, and that such vacancies be filled in accordance with the provisions outlined above.

10.03 Layoff and Recall Procedures/Ancillary Staff:

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

If, because of circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce ancillary staff, the following layoff recall procedures shall prevail:

10.03.01 All probationary ancillary staff will be laid off first; however, the Board will retain probationary ancillary staff where no non-probationary ancillary staff are available or qualified for the position.

Layoff notices shall be received by all affected ancillary staff by certified mail, or personal service, at least (60) days prior to the close of the school year.

10.03.02 Ancillary staff with the most seniority in Clawson Schools will be retained to the last. Where seniority is the same, the ancillary staff member who has the highest qualifications will be retained, and where seniority and qualifications are the same, the ancillary staff member with the best performance record will be retained.

The Board shall furnish the Association with a listing of the seniority and certification of all unit employees by November 1 of each year. Any changes to this list will be provided by February 1.

10.03.03 Ancillary staff being recalled during the summer months (end of school year to August 1), will be given fourteen (14) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment. From August 1 until the first day of school an ancillary staff member will be given five (5) calendar days from the date of

receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

During the school year ancillary staff being recalled will be given four (4) calendar days from the date of receipt of a registered letter of recall to indicate acceptance or rejection of re-employment.

- 10.03.04 No new ancillary staff shall be hired in a subject area until all laid-off ancillary staff from that subject area have been recalled or decline a part-time opening.
- 10.03.05 No new ancillary staff shall be hired in a subject area before ancillary staff who are laid-off from other subject areas who may be qualified and who possess the necessary qualifications are recalled or decline a part-time opening.
- 10.03.06 For the purpose of recalling ancillary staff from layoff, it shall be the responsibility of the ancillary staff for notifying the Board of any changes in his/her qualifications which will be completed by the beginning of the next school year, by June 1 of the current school year. The Board agrees to wait until June 1 of the present school year before recalling any laid-off ancillary staff.
- 10.03.07 When a unit employee accepts a full-time position and is employed by another system, he/she forfeits all benefits under this section.
- 10.03.08 Ancillary staff on layoff may pass on a part-time assignment when his/her seniority date comes due for rehire and shall remain on the recall list according to his/her seniority date and be offered the next available opening for which he/she is qualified, except as provided in section 10.03.09.
- 10.03.09 An ancillary staff member, as described in Section 10.03.08, who passes on a part-time job and remains on the recall list, shall not have the right to bump another recalled ancillary staff member with less seniority, who is part-time, when said part-time position is increased in hours and pay during the school year.
- 10.03.10 A laid-off ancillary staff member, recalled to a part-time position and who accepts the position, will be offered the first subsequently available full-time position for which he/she is qualified, according to seniority.

ARTICLE 11

Leaves of Absence

11.01 Short Term Leaves:

11.01.01 Leave Days:

During each year, the teacher will earn leave at the rate of 1.2 days per month to a maximum of twelve (12) days per year. At the beginning of every year, each teacher shall be credited, in advance, the number of days for that year, plus all previously accrued leave. All the unused days earned shall be added at the end of each fiscal year to the teacher's leave reserve, provided that such leave reserve shall not exceed a total of one hundred thirty (130) days. Any days accrued beyond 130 shall go to the Master Sick Bank.

Leave days may be used for illness, personal, private business, emergency, funeral leave, observation of religious holidays, and all other leave days and as specified in the Red Rover system.

If an illness occurs on the day before or after a holiday or recess period, the employee must present, upon the request of the Superintendent, a physician's statement to the office of the Superintendent of Schools, upon his/her return. A physician's statement may also be required if a teacher is absent for illness on two consecutive Mondays that school is in session.

If unearned leave days have been paid to the teacher and the teacher is leaving active employment within the district, the overpayment will be deducted from the teacher's final check.

Any teacher who is absent because of an injury or disease compensated under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the remainder of the year or ninety (90) school days, whichever is greater.

11.01.02 Master Sick Bank:

11.01.02.01 Master Sick Bank: The procedure for the establishment and administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all teachers who apply and their applications are subsequently approved for sick day benefits.

11.01.02.02 Funding for Sick Bank: The Master Sick Bank shall be funded in accordance with the following provisions:

11.01.02.02.01:

If the Master Sick Bank drops below the district's yearly maximum liability, then all returning teachers will contribute a minimum of one day to replenish the bank.

11.01.02.02.02:

Personal sick leave days accrued beyond One Hundred Thirty (130) shall be credited to the Master Sick Bank.

11.01.02.02.03:

The maximum liability to the school district for any year shall be no more than 300 days per year.

11.01.02.03 Eligibility Master Sick Bank: Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for fifteen (15) consecutive working days and has used all of his/her own current allowance. If a teacher is incapacitated for at least fifteen (15) working days in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verifies by written statement that such incapacitation is a recurrence, then the fifteen (15) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

No new teacher may use the Master Sick Bank unless he/she teaches at least one day in the school year.

11.01.02.04

Application: Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected based on the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

11.01.02.05

Sick Bank Committee: The Sick Bank Committee shall be composed of teachers appointed by the Association. Any application approved by the committee shall be by majority vote of the entire committee.

11.01.02.06

Administration: The Master Sick Bank shall be administered by the Sick Bank committee in accordance with the following provisions:

11.01.02.06.01:

When a teacher reaches the 150-calendar day mark, he/she shall apply for Long Term Disability. When the teacher has been off work for 180 days of combined sick bank and non-sick bank (whichever occurs first), he/she shall no longer be eligible for Master Sick Bank days for that event.

11.01.02.06.02:

The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by the chairperson of the Sick Bank Committee.

11.01.02.06.03:

The administration records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3)

members, with one member each to be appointed by the Board, by the Association, and by the Sick Bank Committee.

- 11.01.02.07 Retention of Leave Days: All leave days transferred to the Master Sick Bank shall be vested absolutely in the Master Sick Bank and shall not be subject to any use, claim or demand by any teacher or the Association.
- 11.01.02.08 No Increase in Board Liability: Nothing herein contained shall alter, extend, or in any manner increase the liability of the Board to any teacher in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.
- 11.01.02.09 Any pay out from the Master Sick Leave Bank shall be equal to the normal daily rate of pay of the subject teacher for each day used.
- 11.01.02.10 The parties shall meet and develop a method for uniform recordkeeping on the length of the Master Sick Leave Bank day, regardless of building location.

11.01.03 Deductions for Leave Days:

If a teacher finds it necessary to use more than his/her credited leave bank reserve, including eligible master bank days, he/she shall have a per diem amount deducted from his/her salary for each day of leave used beyond his/her credited reserve.

Leave with pay shall not normally be granted in the 1st or last week of the school year or within one (1) school day prior to or following a vacation period. If not pre-approved by the principal or director, the Superintendent may request verification of teacher illness or emergency on these days.

All requests for pre-approved leave shall be submitted on the appropriate form.

Whenever a staff member of this school district dies, teachers in that building shall be able to attend the local funeral service without loss of pay. The teachers requesting to attend shall do so as soon as possible so that the school district can provide a substitute teacher or close the school for that period of time necessary for the teachers to

attend the local funeral service. The Association and the Board will have representatives discuss the policy with the family.

11.01.04 Jury Duty:

Teachers called for jury duty will suffer no loss of leave days or compensation while on jury duty. Teachers who are eligible for jury duty and serve on jury duty shall be paid the difference between jury duty pay and their regular compensation for the days involved. Proof of jury duty days shall be made to the Board within fifteen (15) school days after the receipt of the payment for jury duty from the county clerk. However, any teacher who volunteers for jury duty, without first being called shall not receive the difference between the jury duty pay and his/her regular compensation.

11.01.05 Recreation and Vacation Leaves:

An employee who has served Clawson Public Schools for two (2) or more years may be granted a leave for recreation or vacation purposes without pay for no more than ten (10) days per school year, providing the request is made thirty (30) days prior to the leave. Approval for such leaves is at the discretion of the Board.

It is the philosophy of the Board that children should be taught by the regular classroom teacher whenever possible and that teachers should plan their vacations during recess periods.

11.01.06 Conference Leave:

The Board allows the Superintendent to approve conference leaves.

11.01.07 Leave Regulations:

Teachers who are absent without an adequate lesson plan available for the substitute teachers shall forfeit their right to collect salary on the sick leave plan.

11.01.08 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 shall not be expected to report for work. Employees shall have no reduction in compensation.

11.02 Long Term Leaves:

11.02.01 Voluntary Leave:

A tenured Clawson teacher may be granted a leave of absence for personal reasons without pay upon written request, providing that the leave shall not exceed a period of two calendar years. Such requests must be submitted by May 1 of the year prior to the leave. The Board will respond to all teachers requesting a voluntary leave. Reasons for denying any request shall be provided the teacher in writing. Extensions may be requested.

Time spent on voluntary non-paid leaves of absence shall not be credited toward salary increments in the same manner as time spent on active duty and shall not continue to accrue seniority during said leave.

A voluntary leave is intended for the following uses:

- (1) Out-of-town employment relocation of spouse.
- (2) Acceptance of an alternative career opportunity.
- (3) Exchange teaching or teaching outside of the United States.
- (4) Leave for professional study.
- (5) Personal reasons not covered in other clauses of the Master Agreement.

11.02.02 Association Leaves:

A member of the Association elected to local, state or national association positions, or a member selected by the Association to do association work which would take him from his/her regular teaching position, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed two (2) years, or for the term of office, whichever is the lesser, and upon receipt of such application, such leaves shall be granted by the Board.

11.02.03 Elected Public Office Leaves:

A member of the Association, who is a tenured teacher, elected to any local, state or federal office, may make application to the Board

for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected, and upon receipt of such application, such leave shall be granted by the Board.

11.02.04 Maternity Leave:

A teacher requesting maternity leave shall be subject to applicable sick leave provisions of this Agreement. An eligible teacher shall also be granted FMLA leave, concurrent with sick or unpaid leave, as applicable.

11.02.05 Child Care Leave:

A teacher may select to remain home with the object child for up to two school years following the school year or summer in which the child was born without pay or benefits. Such leaves shall be granted.

11.02.06 Adoption, Including Guardianship:

An adoption leave shall be granted by the Board for up to two (2) school years upon the written request of the teacher without pay or benefits. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

11.02.07 Family Care Leave:

A teacher desiring a family care leave shall request same from the Board in writing. The Board shall grant a family care leave for up to two (2) school years without pay or benefits, except to the extent that FMLA leave concurrently runs with a family care leave, in which case the FMLA regulations shall control.

Under leaves 11.02.05, 11.02.06 and 11.02.07 the teacher who has originally opted for less than a two-year leave shall have the right to extend said leave for the full two-year period providing such notice is given to the Board of Education by May 1, prior to the September in which the teacher plans to return.

11.02.08 Military Leave:

The District shall comply with the USERRA.

All leaves, except voluntary leaves, will accrue seniority and may be extended, if requested by the teacher and approved by the Board.

11.02.09 Family Medical Leave Act:

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period (which is deemed to include all full-time teachers) is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

- a. Due to the birth of employee's child in order to care for the child;
- b. Due to the placement of a child with the employee for adoption or foster care;
- c. Due to the need to care for the employee's spouse, child, or parent who has a serious health condition.
- d. Due to a serious health condition that renders the employee incapable of performing the functions of his or her job.
- e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a covered military member on "covered active duty."
- f. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (military caregiver leave).

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any leave taken under this contract for the above purposes shall be

charged against the teacher's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the teacher. Other conditions of the Family and Medical Leave Act shall apply to leaves of this section.

11.02.10 Reinstatement from Leave:

A teacher returning from any leave granted by the Board, except as specified elsewhere, shall be subject to reinstatement as follows:

A teacher who desires to return from a leave will be reinstated. Notice of intent to return at the beginning of the school year must be given by May 1, prior to the September of the school year in which the teacher desires to return to teaching. The applicant's request for reinstatement must be accompanied by proof of certification to teach if requested. Teachers do not have an inherent right to return from leave prior to its expiration date. However, they shall be reinstated to a position if a vacancy exists and they give notice of fifteen (15) workdays prior to the date the position becomes vacant. There will be no loss of job security for refusing positions prior to the end of the leave.

11.02.11 Failure to make application for reinstatement within time limits (the effect of):

A teacher shall make application for reinstatement within the time limit specified for the type of leave, and if the teacher does not provide such notice, he/she shall be deemed to have terminated his/her employment under the terms of this agreement unless upon granting the leave the Superintendent had failed to timely notify the teacher involved and the Association by letter that the leave had been granted. Such letter must include the teacher's rights and responsibilities concerning leaves under the Teacher Tenure Act and this Article of the Master Agreement.

See letter in Appendix "B".

11.03 Involuntary Leave:

11.03.01 Involuntary Medical Leave

The Superintendent may request in writing a medical examination for any member of the staff whenever in his judgment such action is required for the best interests of the children of the school district. Such examination shall not be required more than once per school year.

A report from three physicians shall be required. One physician is to be chosen by the Board, one chosen by the employee, and one mutually agreed upon by both parties. The expenses of the examination are to be borne by the Board. Upon receipt of two favorable opinions of the physicians involved, the staff member will be reinstated, or the Board may elect to pursue its Tenure Act remedies.

ARTICLE 12

Ancillary Staff Evaluation & Mentors

- 12.01 The evaluation form for ancillary staff shall be available online and is also found in Appendix C (*i.e.*, November 2011).
- 12.02 Mentor: As state law mandates, a mentor teacher shall be promptly appointed for three (3) years for each probationary teacher for the purpose of assisting, informing and coaching the probationary teacher in the rights, responsibilities and ethics of the teaching profession in a non-threatening, collegial fashion. The following process shall be followed:
- 12.03 It is desirable that the internal mentor teacher shall be a tenured member of the bargaining unit with satisfactory evaluations and at least in his/her second year of tenure with the Clawson Public Schools. A Master's Degree is desirable. The mentor teacher will have recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas. External mentors may also be appointed.
- 12.04 Every reasonable effort shall be made to have a mentor who shall have the same background in major area of instruction (*i.e.* Lower Elementary to Lower Elementary, grade level to grade level, department to department, et cetera) as the probationary teacher. Every reasonable effort shall be made to match mentor teachers with probationary teachers who work in the same building.
- 12.05 Except in unusual circumstances, the probationary teacher shall only be assigned one (1) mentor teacher at a time. An internal mentor teacher may have up to two (2) probationary teachers, if desired.
- 12.06 The mentor appointment will be for three (3) years unless either party requests a change.
- 12.07 The Board and the Association agree the mentor/probationary teacher relationship shall be confidential. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the probationary teacher nor shall the probationary teacher be called as a witness in any grievance or administrative hearing involving the mentor teacher except in cases of misconduct.
- 12.08 Upon request, the Board shall make available reasonable release time during the school year, so the mentor teacher may work with the probationary teacher in his/her assignment during the regular workday. Reasonable effort will be made to assign common preparation time for the mentor teacher and probationary teacher.

- 12.09 During the first three years of the probationary period, probationary teachers shall be provided release time for at least one-half of the fifteen (15) days of professional development instruction.
- 12.10 Mentors shall be provided up to one day release time for training by the Board within the first month of their assignment(s). The Association shall have the opportunity to review the training materials and/or agenda.
- 12.11 In the event that external mentors are compensated by the school district, then internal mentors shall be compensated in an amount not to exceed one hundred fifty dollars (\$150.00) per school year for services provided during preparation time or beyond the normal workday.

ARTICLE 13

Protection of Teachers

- 13.01 Any case of assault upon a teacher during his/her employment as a teacher, or because of his/her employment in Clawson as a teacher shall be promptly reported by the teacher to the principal of the school. At the request of the teacher involved, the Board will provide and pay for an attorney to advise the teacher of his rights and obligation with respect to such assault.
- 13.02 Any absences by the teacher because of an assault upon him/her which results in his/her not being able to perform his/her assigned duties in the course of his/her employment or because of his/her employment in Clawson as a teacher, shall be fully excused and shall not be considered to reduce said teacher's sick day allowance. The teacher shall receive an amount equivalent to his/her full salary for a period of 90 school days or remainder of the school year, whichever is greater, because of said assault, which can be full salary and Worker's Compensation benefits which are in lieu of salary.
- 13.03 The Board will reimburse the teacher for loss or damage to personal property in connection with any assault on said teacher in the course of his/her employment or because of his/her employment in Clawson as a teacher, provided the teacher was acting and/or attempting disciplinary action accordance with and within the scope of Board policy. Such reimbursements shall take place within two (2) weeks of reporting of said incidents. Limits upon such liability shall be a maximum of five-hundred dollars (\$500.00), less the amount of insurance payment.
- 13.04 If any teacher is complained against or sued by reason of disciplinary action taken not inconsistent with the Board's policy, by the teacher against a student, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- 13.05 The following duties or responsibilities shall not be considered as supervision: Chairing committees, leading departmental meetings, informal interviewing of teacher applicants, or mentor duties.
- 13.06 Teachers will continue to assist the Board in maintaining proper control in the schools.

ARTICLE 14

Negotiations Procedures

- 14.01 The Board and the Association will meet in the City of Clawson or other agreed to sites, on mutually agreed dates, times and places. Agendas shall be mutually set prior to each meeting. Any meeting sites shall have air conditioning.
- 14.02 All negotiations will be closed to the public and the press, unless mutually agreed.
- 14.03 The Board will assume the cost of reproducing the contract.
- 14.04 An emergency manager appointed under the local government and school district fiscal accountability act may be allowed to reject, modify, or terminate this collective bargaining agreement as provided in such act.

ARTICLE 15

Retirement/Severance

15.01 A teacher will receive benefits from Clawson Public Schools upon his/her immediate retirement, deferred retirement, retirement due to disability or death.

Any teacher employee retiring after September 7, 1971 and having completed the immediate preceding ten (10) years of service in the Clawson Public Schools, and who has made application and shall be eligible to receive financial benefits within and/or the following school year from the Michigan School Retirement Fund benefits, shall receive at retirement, benefits based on the number of years of services. *There shall be no mandatory retirement age for teaching personnel.

Formula for Computing Benefits:

10 or more years of service : \$100.00 per year

The maximum benefit any teacher will receive is \$3,500.00

*Authorized leaves of absence will not interrupt the accumulation of the immediate ten (10) years of service.

15.02 Beginning January 1, 2023, upon a unit employee's actual retirement under the Michigan Public School Employee Retirement Act, the accumulated leave in the unit employee's allowable leave bank shall have a cash surrender value to the unit employee of up to twenty five percent (25%) of the current daily rate times the number of accumulated leave days up to a maximum of 142 leave days for any unit employee provided that the unit employee has taught in Clawson Public Schools for ten years or more, subject to the annual payout limitation discussed hereunder. There shall be an annual cap of \$15,000 per year on application of this section, calculated as follows: All unit employees who actually retire during the period from January through December of a calendar year and who meet the eligibility requirements of the section shall be able to participate in the benefit payout, which payment shall be made in January of the following calendar year (i.e., for calendar year 2023, the payout would occur in January 2024). If the amount of sick days to be paid out exceeds the cap, the payout for each eligible unit employee will be paid as a percentage of the cap based on individual sick leave days as a percentage of the cap.

Example 1: If three eligible unit employee retirees retired in the period January through December 2023, and would receive sick leave payouts of

\$9,000, \$6,000 and \$3,000 (totaling \$18,000) but for the cap of \$15,000, the actual payouts would be proportionately reduced so that the actual payouts would be \$7,500, \$5,000 and \$2,500 (total of \$15,000).

Example 2: Four eligible unit employees retire in the period of January 2023 through December 2023. The total payout for the four-unit employees totals \$14,500. The cap therefore is not met and the unit employees would each receive a full payout due in January 2024.

ARTICLE 16

Grievance Procedure

16.01 Definition:

- 16.01.01 A "grievance" is a claim based upon an event or condition which effects the welfare, or the conditions or circumstances under which a teacher works, caused by a misinterpretation or an inequitable application of established law, or the terms of this Agreement.
- 16.01.02 An "aggrieved person" is the person or persons making the complaint either individually or through the Association, or the Association on its own behalf.
- 16.01.03 The term "days" when used in this section shall, except when otherwise indicated, mean working school days.
- 16.01.04 The term "appropriate supervisor" is defined as the Administrator at the level of authority causing the grievance.

16.02 General Principles:

- 16.02.01 The purpose of this procedure is to secure, at the lowest possible administration level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 16.02.02 It shall be the firm policy of the Association and the Board to assure every teacher an opportunity to have the unobstructed use of this grievance procedure, except as discussed below, without fear of reprisal or without prejudice in any manner to his/her professional status.

Upon receipt of the Administrative Law Judge's decision, as provided for in the Michigan Teachers' Tenure Act, a tenured teacher may appeal the decision to the tenure commission within twenty (20) days.
- 16.02.03 A grievant shall be represented at all meetings and all hearings at all levels of the grievance procedure only by the Association. Any meeting or hearings held under the terms of the grievance procedure shall be conducted in private and

attendance shall be restricted to those persons who have been requested by the Board or Association to be present.

- 16.02.04 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given an opportunity to be present at such adjustment.
- 16.02.05 The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance; provided, however, that in the event new facts are obtained which were not previously known to him/her, but which if they had been known may have influenced the disposition of the grievance, the presentation of such information to the Board and the Association, shall constitute grounds to reopen the grievance procedure at the level at which it had been terminated. Provided further, any decision in a grievance that has been rendered prior to Arbitration, and has not been implemented or has been violated, the presentation of such evidence to the Association and the Board shall constitute grounds to reopen the grievance at the next level beyond which the grievance had been previously terminated.
- 16.02.06 The failure of an administrator or the Board at any step to communicate his/her decision to the teacher within the specified time limits shall permit the teacher and/or the Association to proceed to the next step.
- 16.02.07 It shall be the general practice of the Board, its agents, teachers, and the Association to hold proceedings during such times as to not interfere with regular assigned duties. In the event it is mutually agreed by the aggrieved person, the Association, and the Board will hold proceedings during the regular working hours. Any teacher engaged during the school day in negotiating in his/her own behalf, or in the behalf of the Association, with any representative of the Board, or participating in any level of grievance procedure, including Arbitration, shall be released from regular duties without loss of salary.

- 16.02.08 It is important that grievances be processed as rapidly as possible. The number of days at each level should be considered as maximum, and every effort should be made to expedite the process.
- 16.02.09 In the event a grievance is filed on or after June 1, which if left unresolved until the beginning of the following school year could result in harm to the teacher, Board, and/or the Association, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible. The form signed by both parties attached to the grievance shall constitute a mutual agreement.
- 16.02.10 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents that have been approved by the Board and the Association shall be printed and appropriately distributed by the Association so as to facilitate operation of the grievance procedure.
- 16.02.11 All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
- 16.02.12 If in the judgment of the Association a grievance lacks merit, it may withdraw its support of said grievance at any level by giving written notice to the person(s) filing the grievance and the appropriate administrative representative of the Board. Removal of support by the Association does not prohibit an aggrieved person from processing a grievance on his/her own through Level 4. Only the Association may take a grievance to arbitration.
- 16.02.13 The following matter shall not be the basis of any grievance filed under the procedure outlined in this article: the termination of services of or failure to re-employ any probationary teacher.
- The cost of any arbitration under this Article shall be shared equally by the Board and the Association.
- 16.02.14 There should be at least one (1) teachers' representative for each school building, selected by the Association, and these persons shall be designated an official representative of the Association for the teachers in the building. An updated listing

will be made available to the Superintendent of Schools from time to time upon his/her written request.

- 16.02.15 If any ancillary staff for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost.

16.03 Procedure:

- 16.03.01 Level One: In the event that a teacher believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her building principal, or immediate supervisor, either personally or accompanied by any person of his choice, i.e., his/her Association building representative, and/or other representatives of the Association. A teacher having such a complaint is expected to bring the matter to the attention of his/her immediate supervisor and request such a meeting no later than ten (10) days after the event or occurrence, which is when the basis of the complaint becomes known to him/her.

- 16.03.02 Level Two: In the event the complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving in written form the grievance to the Association within five (5) days after the informal discussion required under Level One.

Within five (5) days of receipt of the written grievance, the Association shall forward the grievance to the appropriate supervisor if it is in support of the grievance or notify the appropriate supervisor if it chooses not to support the grievance.

- 16.03.03 Level Three: In the event the complaint is not satisfactorily resolved, the aggrieved person may proceed by giving notice to his/her immediate supervisor or principal, the Association and the Superintendent in writing on approved grievance forms. It is expected that such notice will be filed not later than five (5) days after the receipt of the opinion of the Association under Level Two. Within five (5) days of receipt of the written grievance, the aggrieved person's immediate supervisor or principal shall state his/her decision in writing relative to the grievance, together with the supporting reasons thereof, and furnish one (1) copy to the aggrieved person and two (2) copies to the Association.

16.03.04 Level Four: If the aggrieved person is not satisfied with the disposition or if no disposition is rendered within the time limits, he/she may forward the grievance to the Superintendent within five (5) days of the decision at Level Three. The Superintendent or his/her designee will represent the Board at this level of the grievance procedure. Within five (5) school days after receipt of the written grievance by the Superintendent; the Superintendent and/or his/her designee will meet with the aggrieved person in an effort to resolve it. Within five (5) days after the meeting the Superintendent of Schools and/or his/her designee will issue in writing his/her answer to the aggrieved person and the Association. Witnesses may be presented at this level.

16.03.05 Level Five: If the decision of the Superintendent is not satisfactory to the Association, the grievance may be submitted to arbitration within fifteen (15) days after receipt of the Superintendent's decision. The Board and the Association shall mutually agree upon an arbitrator.

If the parties cannot agree as to an arbitrator within three (3) days, then the grievance shall, within three (3) additional days, be submitted to the American Arbitration Association, in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitrator shall have no power to alter, add to, amend or subtract from the terms of the Agreement. The decision of the arbitrator shall be final and binding on both parties. It is further agreed that the cost and expenses of the arbitrator shall be shared equally by the Board and Association.

ARTICLE 17

No Strike – No Lock Out

17.01 Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes that threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes can be settled by an impartial third party, the parties have resolved the basic cause of work interruptions during the period of the Agreement.

17.01.01 Therefore, the Association agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike.

17.01.02 Therefore, the Board agrees that it will not, during the period of this Agreement, directly or indirectly lock out any employees.

ARTICLE 18

Reserve Teacher

- 18.01 In the event that the Board decides to fill a Reserve Teacher assignment, the teacher(s) accepting this position will be guaranteed Level 1, BA salary as provided in Appendix "A" based upon the number of days in the corresponding work year, and will be contracted to serve as a substitute teacher, and/or in duties related to instruction such as tutoring, assistance in the media/library, or work with curriculum development in the absence of the need for a substitute teacher. In no case shall the work assignment be different than that of a regular unit employee. Job assignments are the responsibility of the Board.
- 18.02 Reserve Teachers may be added at the discretion of the Board. Teachers drawing unemployment compensation past the time of appointment as a reserve teacher may not be offered a reserve teacher position.
- 18.03 The following are some of the conditions and terms of employment offered to reserve teacher(s):
- 18.03.01 The reserve teacher shall be guaranteed the same days of full-time employment or for the remainder of the school year if hired after the beginning of the school year, as set forth in Appendix "A".
 - 18.03.02 Time of employment as a reserve teacher shall be credited to his/her seniority, probationary period, and placement on the salary schedule, if applicable, as a teacher in the district.
 - 18.03.03 The reserve teacher(s) shall be entitled to all rights and perform the responsibilities enumerated in the Master Agreement, unless limited or denied by the express language of Article 18.
- 18.04 If substituting during preparation period, the reserve teacher shall receive the pay as specified in Section 5.04.

After thirty (30) consecutive days in one station, the reserve teacher shall, on the thirty-first (31st) day, begin receiving a pay rate equal to the step the reserve teacher would have been on as if said teacher had been recalled to a regular position. If said teacher is placed in a second thirty (30) day station, the new pay rate shall be retroactive to the first day of the second thirty (30) day assignment.

18.05 Board paid fringe benefits of reserve teacher(s) shall be limited to the following:

18.05.01 Full family health insurance - as provided in Schedule "C".

18.05.02 Fourteen (14) sick days as per the Master Contract.

18.05.03 Life insurance as provided in Schedule "C".

18.05.04 Dental insurance as provided in Schedule "C".

18.05.05 LTD as provided in Schedule "C".

18.05.06 Vision care as provided in Schedule "C".

ARTICLE 19

Shared Teaching

- 19.01 Shared teaching shall include one of the following:
- 19.01.01 Teaching one semester, full or part-time
 - 19.01.02 Teaching each day but less than a full day (in elementary school, this would be teaching either a.m. or p.m.; in secondary school, this would be teaching less than five (5) assigned instructional hours per day.)
 - 19.01.03 Teaching less than five (5) days per week
 - 19.01.04 Any other less than full-time schedule approved by the Board
- 19.02 All shared time assignments shall be at the discretion of the Board.
- 19.03 Scheduling for shared teaching shall be done in a block of time to start with the first class in the morning or afternoon.
- 19.04 Attendance at staff meetings may be required if meeting time is just prior to or right after the block of teaching time. Teachers who do not attend staff meetings are responsible for finding out what was discussed at meetings.
- 19.05 Each teacher participating in shared teaching shall be granted a full-year's seniority.
- Each teacher participating in shared teaching shall be granted a full year's increment for salary advancement and longevity credit.
- 19.06 Leave Days: The number of leave days shall be pro-rated by the percentage of salary received for shared teaching (i.e., high school teacher being paid three-fifths salary will receive 60 percent of 14 leave days or 8 days; an elementary teacher being paid one-half of salary will receive 50 percent of 14 days or 7 days.) Sick days, funeral days, personal days, and any other paid leave days are subject to contract guidelines.
- 19.07 Planning time for shared time teaching shall be equally divided, to the extent possible, between the morning and afternoon classes.
- 19.08 Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under 19.07

above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be pro-rated based upon the same proportion as that used for salary determination.

- 19.09 A shared time teacher shall be considered full-time for the purpose of determining full years of accumulated service for determining Clawson retirement benefits.

Teachers who participate in the shared time program shall retain all rights, benefits, and responsibilities of the Master Agreement, except as modified by this article.

- 19.10 Deadline for application for the shared time teaching program shall be May 1.

- 19.11 For shared time teaching assignments to occur, two teachers will have to volunteer, or one teacher may teach part-time with permission of the Superintendent or his/her designee.

- 19.12 A shared time teaching assignment shall in no way waive any rights to a full-time job, benefits, or salary at a future time to be determined by the teacher. It is understood that a shared time teacher wishing to return to full time status shall be allowed to do so by the fall of any new school year. Shared time assignments shall be made for no more than one year at a time. Any deviations shall have the approval of the Superintendent of Schools and be in accord with the other terms and conditions of the Master Agreement.

- 19.13 Salary:

19.13.01 Salary of shared time elementary teachers will be prorated, i.e., Three (3) full days per week would mean 60 percent salary; a.m. or p.m. teacher (1/2 day) would mean 50 percent of full salary. Salary may be spread over the school year for those teachers teaching each day but less than full time, or less than five (5) days per week but the full year. Teachers that are teaching first semester only may have their salary paid the first semester of the school year. Salary would not begin for those teachers teaching the second semester until employment begins, then second semester teacher will have their pay spread for the balance of the second semester.

19.13.02 Salary of secondary teachers shall be pro-rated based on the number of class periods taught, i.e., 3/5's, 4/6's, etc.

19.14

Fringe Benefits:

The total amount of cost for one full fringe benefit package will be divided between the two (2) teachers involved. (i.e., cost of Super Care I, Vision, Life Ins., L.T.D., Dental = \$3,600 – 3,600 divided by 2 = \$1,800 applied toward benefit coverage for each teacher.)

ARTICLE 20

Site-Based Decision-Making and School Improvement

The Board and the Association recognize the importance of site-based decision-making/school improvement. The parties agree that any committees formed through the planning processes shall have at least fifty percent (50%) teacher representation chosen by the building's teaching staff. If the teaching staff cannot provide enough unit employees for the committees, the Board may then ask teachers to volunteer. If parents are on the building or district teams, Association teachers shall assist in selecting said parents. There shall be no discipline or adverse evaluation of ancillary staff for non-participation in the decision-making process. Both parties agree that any site-based decision-making/school improvement shall not violate the terms and provisions of the Master Agreement.

ARTICLE 21

Entire Agreement Clause

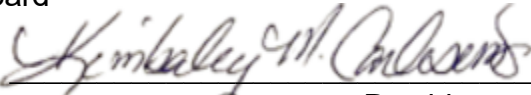
This Agreement supersedes all previous agreements or past practices between the Board and the Association and constitutes the entire Agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties.

This Agreement shall be in full force and effect as of January 1, 2022 and continue in effect until December 31, 2023. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless both parties mutually agree to an extension in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative, the day and year first written above.

BOARD OF EDUCATION OF CLAWSON PUBLIC SCHOOLS

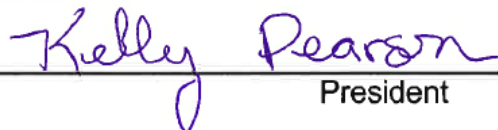
"Board"

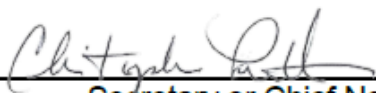
By: 
President

And: 
Secretary

CLAWSON EDUCATION ASSOCIATION (MEA/NEA)

"Association"

By: 
President

And: 
Secretary or Chief Negotiator

SCHEDULE “A”
Clawson Public Schools
Teachers’ Salary Schedules

2022-2023

Step Restoration

- Step Restoration: Steps owed to unit employees as of the date of ratification of this agreement; number of steps shown reflects step increases to be received that year, including partial or full restoration of past step freezes.

Year 1 <u>February 1, 2022</u>	Year 2 <u>February 1, 2023</u>
8 Steps Owed / 3 Steps	8 Steps Owed / 2 Steps
7 Steps / 3 Steps	7 Steps / 2 Steps
6 Steps / 3 Steps	6 Steps / 1 Step
5 Steps / 2 Steps	5 Steps / 1 Step
4 Steps / 1 Step	4 Steps / 1 Step
3 Steps / 1 Step	3 Steps / 1 Step
2 Steps / 1 Step	2 Steps / 1 Step
1 Step / 1 Step	All staff receive at least 1 step as defined in Step Advancement below

- Provided such increases, listed above, do not result in unit employees receiving a step that exceeds their years of continual service within the Bargaining Unit.
- Step Advancement
 - Unit employees hired in or prior to the 2021/2022 academic school year, with at least six full months of active employment in the bargaining unit counted from the beginning of the academic school year, shall advance one step on February 1, 2022.
 - Unit employees hired in or prior to the 2022/2023 academic school year, with at least six full months of active employment in the bargaining unit counted from the beginning of the academic school year, shall advance one step on February 1, 2023.
- Education Advancement
 - Lane changes will be made available consistent with corresponding procedures for the duration of this Agreement

- On Schedule Increase
 - Year 1: 2.0% on-schedule increase to the top step (13) on February 1, 2022
 - Year 2: 2.0% on-schedule increase to the top step (13) on February 1, 2023

- Off-Schedule New Educator Retention/Signing Bonus
 - Any unit employee who is not a recipient of step restoration or step advancement as outlined above, shall receive a half-step, off-schedule retention/signing bonus payment that is equal to 50% of the step increase above their current step placement on the salary schedule. (This is also reflected in the Retention/Signing Bonus chart below.)

- Retention Bonus

In recognition of the on-going dedication to the students of Clawson Public Schools during a global pandemic, the Board of Education and the Clawson Education Association have agreed that teachers will receive a Retention Bonus who were actively employed by the Board, as of January 1, 2022 and January 1, 2023 as outlined below. It is understood and agreed that no MPSERS retirement contribution shall be made by the parties in this off-schedule bonus.

Teachers will receive the retention bonus based on the table below:

Years of Continual Service in the bargaining unit	Amount of Compensation
Less than 6 months in the District	Fifty percent (50%) of the next step up from their current step placement on the salary schedule.
Years 1 – 5	\$1,000 in year 1 \$500 in year 2
Year 6 – 9	\$1,000
Years 10 - 14	\$1,500
Years 15 - 19	\$2,000
Years 20 – 24	\$2,500
25+	\$3,000

Payout for these amounts will be made on January 10, 2022 for year 1 of the two-year contract and January 9, 2023 for year two of the contract.

STEP SCHEDULES

February 1, 2022 - January 31, 2023

STEP	BA	BA + 20	MA	MA + 10	MA + 20	MA + 30
1	\$38,962	\$40,144	\$42,721	\$43,531	\$44,342	\$45,151
2	\$41,197	\$42,385	\$45,294	\$46,106	\$46,915	\$47,725
3	\$43,482	\$44,670	\$48,228	\$49,039	\$49,848	\$50,658
4	\$45,725	\$47,113	\$51,227	\$51,894	\$52,846	\$53,590
5	\$47,962	\$49,554	\$54,249	\$54,915	\$55,868	\$56,612
6	\$50,419	\$52,015	\$57,425	\$58,233	\$59,044	\$59,854
7	\$53,051	\$54,650	\$60,760	\$61,568	\$62,380	\$63,191
8	\$56,172	\$57,770	\$64,512	\$65,320	\$66,132	\$66,942
9	\$59,441	\$61,051	\$68,530	\$69,344	\$70,160	\$70,977
10	\$62,408	\$64,040	\$72,491	\$73,318	\$74,144	\$74,971
11	\$63,892	\$65,535	\$74,471	\$75,304	\$76,135	\$76,968
12	\$64,850	\$66,518	\$75,588	\$76,434	\$77,277	\$78,123
13	\$67,470	\$69,205	\$78,642	\$79,522	\$80,399	\$81,279

February 1, 2023 - December 31, 2023

STEP	BA	BA + 20	MA	MA + 10	MA + 20	MA + 30
1	\$38,962	\$40,144	\$42,721	\$43,531	\$44,342	\$45,151
2	\$41,197	\$42,385	\$45,294	\$46,106	\$46,915	\$47,725
3	\$43,482	\$44,670	\$48,228	\$49,039	\$49,848	\$50,658
4	\$45,725	\$47,113	\$51,227	\$51,894	\$52,846	\$53,590
5	\$47,962	\$49,554	\$54,249	\$54,915	\$55,868	\$56,612
6	\$50,419	\$52,015	\$57,425	\$58,233	\$59,044	\$59,854
7	\$53,051	\$54,650	\$60,760	\$61,568	\$62,380	\$63,191
8	\$56,172	\$57,770	\$64,512	\$65,320	\$66,132	\$66,942
9	\$59,441	\$61,051	\$68,530	\$69,344	\$70,160	\$70,977
10	\$62,408	\$64,040	\$72,491	\$73,318	\$74,144	\$74,971
11	\$63,892	\$65,535	\$74,471	\$75,304	\$76,135	\$76,968
12	\$64,850	\$66,518	\$75,588	\$76,434	\$77,277	\$78,123
13	\$68,819	\$70,589	\$80,215	\$81,113	\$82,007	\$82,904

- (1) The Board may grant up to ten (10) steps for outside teaching experience. Outside experience must have been completed within the last ten (10) years.

- (2) Teachers substituting during their prep-conference period shall receive the pay as specified in Section 5.04.
- (3) Regular teachers on permanent assignment shall be paid at a rate of 1/6 of their salary on Schedule "A" provided, however, the Board agrees that there will be no more than five teachers on permanent assignment during their prep-conference hour. The teacher will have the option of accepting or rejecting the additional assignment.
- (4) In order to qualify for advancement on the salary schedule:
 - (a) All hours must be earned after the date of provisional certification.
 - (b) All hours must be in an area of the teacher's major or minor field or in the area of education.
 - (c) Any exception to 4(b) must have written approval of the building principal prior to the election of the subject or course.
 - (d) For MA+10, MA+20, and MA+30, all hours must be earned after the conferral of teacher's Master's degree.
- (5) The school district maintains a plan for merit pay, which, along with the wage schedule herein, implements and maintains method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation and which incorporates a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. While the merit pay system, developed pursuant to MCL 380.1250, is a prohibited subject of bargaining under the Public Employment Relations Act, the parties have set this acknowledgement down herein to satisfy the requirements of Section 164(h) of the State School Aid Act.
- (6) The District shall provide an additional one-time retention/signing bonus of \$750 to all unit employees in the fall of 2022 if the fall student count is at least 1,350 on count day (after appropriate certification by the ISD), or \$1,500 if the student count is 1,375 or higher (after appropriate certification by the ISD).

The bonus, if applicable, shall be payable in the first pay of November, or the payroll period following ISD certification of the student count if such certification does not occur in time for the first pay in November. This provision will lapse on December 31, 2022.

SCHEDULE "B1" – ATHLETIC

Clawson Public Schools

Extra-Curricular Activities

Activity	Position	Level 1	Amt.	Level 2	Amt.
FOOTBALL	Varsity Head Coach	16.50%	3,795.00	19.00%	4,370.00
	Varsity Assistant Coach	12.75%	2,932.50	13.00%	2,990.00
	Varsity Assistant Coach	12.75%	2,932.50	13.00%	2,990.00
	JV Head Coach	12.00%	2,760.00	13.00%	2,990.00
	Assistant Coach	10.00%	2,300.00	11.00%	2,530.00
	Assistant Coach	10.50%	2,415.00	11.00%	2,530.00
	Assistant Coach	8.50%	1,955.00	9.00%	2,070.00
	7 th /8 th Grade Head Coach	7.00%	1,610.00	7.75%	1,782.50
	7 th /8 th Grade Asst. Coach	6.25%	1,437.50	7.00%	1,610.00
BASKETBALL	Varsity Head Coach (Boys)	14.50%	3,335.00	17.50%	4,025.00
	Varsity Head Coach (Girls)	14.50%	3,335.00	17.50%	4,025.00
	Asst. Coach/ JV (Boys)	9.75%	2,242.50	10.00%	2,300.00
	Asst. Coach /JV (Girls)	9.75%	2,242.50	10.00%	2,300.00
	Boys' Freshman Head Coach	7.00%	1,610.00	8.00%	1,840.00
	7 th Gr. Head Coach (Boys)	7.00%	1,610.00	8.00%	1,840.00
	8 th Gr. Head Coach (Boys)	7.00%	1,610.00	8.00%	1,840.00
	Girls' Freshman Head Coach	7.00%	1,610.00	8.00%	1,840.00
	7 th Gr. Head Coach (Girls)	7.00%	1,610.00	8.00%	1,840.00
	8 th Gr. Head Coach (Girls)	7.00%	1,610.00	8.00%	1,840.00
WRESTLING	Head Coach	12.50%	2,875.00	17.50%	4,025.00
	Middle School Coach	6.25%	1,437.50	7.50%	1,725.00
SWIMMING	Head Coach (Boys)	12.50%	2,875.00	17.50%	4,025.00
	Head Coach (Girls)	12.50%	2,875.00	17.50%	4,025.00
	7 th /8 th Gr. Swimming (Boys)	6.75%	1,552.50	7.25%	1,667.50
	7 th /8 th Gr. Swimming (Girls)	6.75%	1,552.50	7.25%	1,667.50
CROSS COUNTRY	Head Coach	14.50%	3,335.00	17.50%	4,025.00
BASEBALL – Boys	Varsity Head Coach	14.50%	3,335.00	17.50%	4,025.00
	Assistant/Jr. Varsity Coach	7.00%	1,610.00	9.25%	2,127.50
	7 th /8 th Grade Head Coach	6.25%	1,437.50	7.50%	1,725.00
SOFTBALL Girls	Varsity Head Coach	14.50%	3,335.00	17.50%	4,025.00
	7 th /8 th Grade Head Coach	6.25%	1,437.50	7.50%	1,725.00
	JV Head Coach	7.00%	1,610.00	9.25%	2,127.50
	Assistant/JV Coach	7.00%	1,610.00	9.25%	2,127.50

TENNIS	Varsity Head Coach (Boys)	14.50%	3,335.00	17.50%	4,025.00
	Varsity Head Coach (Girls)	14.50%	3,335.00	17.50%	4,025.00
	JV Tennis Coach (Boys)	8.50%	1,955.00	9.00%	2,070.00
	JV Tennis Coach (Girls)	8.50%	1,955.00	9.00%	2,070.00
TRACK	Varsity Head Coach (Boys)	14.50%	3,335.00	17.50%	4,025.00
	Varsity Head Coach (Girls)	14.50%	3,335.00	17.50%	4,025.00
	Asst. Varsity Track Coach	7.00%	1,610.00	8.00%	1,840.00
	7 th /8 th Gr. Head Coach (Boys)	6.00%	1,380.00	7.25%	1,667.50
	7 th /8 th Gr. Head Coach (Girls)	6.00%	1,380.00	7.25%	1,667.50
VOLLEYBALL	Varsity Head Coach	14.50%	3,335.00	17.50%	4,025.00
	7 th Grade Coach	5.00%	1,150.00	7.00%	1,610.00
	8 th Grade Coach	5.00%	1,150.00	7.00%	1,610.00
	Assistant/JV Coach	7.00%	1,610.00	9.00%	2,070.00
	Freshman Coach	6.50%	1,495.00	8.00%	1,840.00
SOCCER	Varsity Head Coach (Boys)	14.50%	3,335.00	17.50%	4,025.00
	Varsity Head Coach (Girls)	14.50%	3,335.00	17.50%	4,025.00
	JV Head Coach (Boys)	7.00%	1,610.00	9.25%	2,127.50
	JV Head Coach (Girls)	7.00%	1,610.00	9.25%	2,127.50
CHEERLEADING	Varsity Coach	8.00%	1,840.00	10.00%	2,300.00
	Varsity Competitive Cheer	14.50%	3,335.00	17.50%	4,025.00
	JV Coach	5.50%	1,265.00	7.50%	1,725.00
	JV Competitive Cheer	7.00%	1,610.00	9.00%	2,070.00
	Middle School Coach	5.00%	1,150.00	6.50%	1,495.00
	MS Competitive Cheer Coach	6.00%	1,380.00	7.25%	1,667.15
DANCE CLUB HS	High School Coach	6.00%	1,380.00	7.00%	1,610.00
GOLF	Boys' Coach	14.50%	3,335.00	17.50%	4,025.00
	Girls' Coach	14.50%	3,335.00	17.50%	4,025.00

SCHEDULE “B2” – ACADEMIC
Clawson Public Schools
Extra-Curricular Activities

Activity	Position	Level 1	Amt.	Level 2	Amt.
ROBOTICS	HS Team Leader: Session 1	2.50%	592.25	2.50%	592.25
	HS Team Leader: Session 2	2.50%	592.25	2.50%	592.25
	MS Team Leader	2.50%	592.25	2.50%	592.25
	MS Team Leader	2.50%	592.25	2.50%	592.25
	Schalm Team Leader	2.50%	592.25	2.50%	592.25
	Kenwood Team Leader	2.50%	592.25	2.50%	592.25
CLASS ADVISORS	Senior Class Advisor	7.00%	1,658.30	9.00%	2,132.10
	Junior Class Advisor	7.00%	1,658.30	9.00%	2,132.10
	Sophomore Class Advisor	3.50%	829.15	4.50%	1,066.05
	Freshman Class Advisor	3.50%	829.15	4.50%	1,066.05
PLAY PROD.	High School Musical	3.25%	769.41	3.75%	888.38
	High School Musical	3.25%	769.41	3.75%	888.38
	High School Musical	3.25%	769.41	3.75%	888.38
MUSICAL PROD.	Schalm Elementary	3.50%	829.15	4.50%	1,066.05
	Schalm Elementary	3.50%	829.15	4.50%	1,066.05
	Kenwood Elementary	3.50%	829.15	4.50%	1,066.05
	Kenwood Elementary	3.50%	829.15	4.50%	1,066.05
MUSIC – Band	Jazz Band	2.50%	592.25	3.00%	710.70
	Wind Ensemble	9.00%	2,132.10	10.00%	2,369.00
	Marching Band	5.00%	1,184.50	6.00%	1,421.40
	High School Orchestra	9.00%	2,132.10	10.00%	2,369.00
	Middle School Orchestra	3.50%	829.15	4.50%	1,066.05
	7 th and 8 th Grade Band	4.50%	1,066.05	5.50%	1,302.95
MUSIC – Chorus	High School Chorus	9.00%	2,132.10	10.00%	2,369.00
	Middle School Chorus	5.00%	1,184.50	6.00%	1,421.40
	Show Choir	7.00%	1,658.30	8.00%	1,895.20
Other Activities	Student Senate – HS	8.00%	1,895.20	8.50%	2,013.65
	Student Council – MS	4.00%	947.60	5.00%	1,184.50
	Student Council – Schalm	4.00%	947.60	5.00%	1,184.50
	Student Council – Kenwood	4.00%	947.60	5.00%	1,184.50
	Student Court	5.50%	1,302.00	6.00%	1,421.40
	Student Court	5.50%	1,302.00	6.00%	1,421.40
	National Honor Society - HS	4.00%	947.60	5.00%	1,184.50
	National Honor Society - MS	2.75%	651.48	3.25%	769.41

PUBLICATIONS	Yearbook – High School	7.50%	1,776.75	7.75%	1,835.98
	Yearbook – High School	7.50%	1,776.75	7.75%	1,835.98
NEWS	Morning News – Kenwood	3.50%	829.15	4.50%	1,066.05
	Morning News - Schalm	3.50%	829.15	4.50%	1,066.05
SAFETY PATROL	Schalm	3.75%	888.38	4.00%	947.60
	Kenwood	3.75%	888.38	4.00%	947.60
SERVICE SQUAD	Schalm	1.50%	355.35	1.50%	355.35
	Kenwood	1.50%	355.35	1.50%	355.35
STAT	Advisor – High School	2.75%	650.96	3.25%	769.41
	Advisor – Middle School	2.75%	650.96	3.25%	769.41
SUMMER SCHOOL					25.24/hr.
AP/INDEPENDENT STUDY COORDINATOR					1,685.08
Testing Coordinator at HS, MS and Elem. (one each)					592.25
Testing Accommodation Coordinator				592.25	
SUBJECT AREA COORDINATOR - \$1,976.57 stipend + \$2,020.86 – two (2) half days or one (1) full day per semester release time.					

SCHEDULE "C"
Clawson Public Schools

Insurance Protection

The Board will make the necessary deductions from the teacher's salary for income protection insurance coverage when authorized by the employee. The carrier shall be MESSA.

Current Unit employees and those hired by the Board shall have the option of choosing among the following plans:

1. MESSA Choices \$500/\$1000 insurance plan (3-tier [no mandatory mail])
2. MESSA ABC 1 HSA Plan \$1,400/\$2,800 (ABC Rx)
3. MESSA ABC 2 HSA Plan \$2,000/\$4,000 (ABC Rx)

The District shall move to the 2021 hard cap (example provided and incorporated below) immediately upon ratification by both parties. Thereafter, the hard cap shall continue to advance automatically as of January 1st as reflected below (one year behind most current hard cap).

By way of example, on January 1, 2023, the parties agree to advance from the 2021 hard-cap to the 2022 hard-cap as described below.

2021 Hard-Cap for 2022

- \$7,043.89 times the number of employees with single-person coverage;
- \$14,730.96 times the number of employees with two-person coverage;
- \$19,201.66 times the number of employees with family coverage.

2022 Hard-Cap for 2023

- \$7,304.51 times the number of employees with single-person coverage;
- \$15,276.01 times the number of employees with two-person coverage;
- \$19,921.45 times the number of employees with family coverage;

The parties acknowledge and agree that this language will be incorporated into successor collective bargaining agreements and is precedent setting.

For avoidance of ambiguity: Any taxes or costs assessed as part of the medical benefit plan which may have heretofore been paid by the Board shall be included in the medical benefit plan and hard-capped with the above-referenced contributions.

The district will pay ten percent (10%) of the cost of vision, dental, life, and long-term disability insurance included in the MESSA Paks above.

All bargaining unit employees who elect health insurance coverage shall contribute the remaining monthly balance of their annual health costs to the Board. If an employee resigns before such amounts have been reimbursed to the District, the applicable amount shall be deducted from the last paycheck.

PLAN A: Coverage:

HEALTH: MESSA Choices:

In-Network Deductible: \$500/\$1000
Out-of-Network Deductible: \$1000/\$2000
OV/UC/ER Co-Pay: \$20/\$25/\$50
Prescription Coverage: 3-Tier Rx

Or

MESSA ABC 1 Plan:

In-Network Deductible: \$1400/\$2800
Out-of-Network Deductible: \$2350/\$4700
Prescription Coverage: MESSA ABC Rx

Or

MESSA ABC 2 Plan:

In-Network Deductible: \$2000/\$4000
Out-of-Network Deductible: \$4000/\$8000
Prescription Coverage: MESSA ABC Rx

LIFE: \$50,000 Term Life with AD & D (teacher only). Teachers leaving will be notified of conversion policies by MESSA.

DENTAL: Delta Dental Insurance:

The full family plan shall be a true group with internal and external coordination of benefits for employees who are not covered by another dental insurance plan (80/80/80: \$1000 Annual Max on Class III). Employees covered by another dental plan equal to or greater than the foregoing shall receive (50/50/50: \$1000 Annual Max on Class III).

VISION: VSP 2:

Full family: true group with internal and external coordination of benefits. [Plan year July to July]

LONG TERM DISABILITY:

Long term disability income insurance to cover all full-time and part-time employees. Benefits shall begin after the first of one hundred eighty (180) calendar days of any illness or disability as determined by the carrier. Such insurance shall pay up to 60% of his/her regular salary and reduced by an amount paid or payable under Worker's Compensation, Social Security or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one three hundred and sixty-fifth (1/365) of the annual salary of the employee at the time of disability.

PLAN B: (for employees who do not choose Plan A)

LIFE: Same as Plan A (teacher only)

DENTAL: Same as Plan A (teacher only)

VISION: Same as Plan A (teacher only)

LONG TERM DISABILITY:

Same as Plan A (teacher only)

CASH IN LIEU OF HEALTH:

Teachers electing Plan B above are also entitled to cash in lieu of health insurance. The rate of payment shall be Two Thousand Five Hundred Dollars (\$2,500.00) annually. Said annual cash payments are subject to any withholdings as required by law.

Provisions Applicable to Plan A and Plan B:

- (1) Teachers who are returning in the fall shall receive coverage to include July, August, and September.

- (2) The teachers who terminate their employment in June shall receive coverage including July and August payments, through August 31 of that year.
- (3) The Board shall not make any additional benefit payments for coverage after the date of termination of a teacher if the termination of employment is prior to the end of the school fiscal year.
- (4) Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to MESSA regulations. Should there be a negotiated change in benefits available in Plan A and Plan B, all employees shall be fully covered under the terms of the existing Plans until the coverage under the new benefits is implemented.
- (5) For Part-Time Employees:

PLAN A:

The board will pay a percentage of its share of the cost of Plan A equal to the percentage of time employed (i.e. 3/5 teacher = 60% of Board share of Plan A; Employee will contribute remaining cost toward his/her annual health insurance costs.

PLAN B:

- (a) The district will pay the pro-rata share of 10% of Plan B insurances. The Board will pay 100% of cash in lieu of health for teachers employed at least 3/5 (60%) of the time.
 - (b) The Board will pay the pro-rata amount of the cash in lieu of health for teachers employed less than 3/5 (60%) of the time and the pro-rata share of 10% of the Plan B insurances.
- (6) Teachers Recalled to Part-Time Assignments: Any employee recalled to a part-time assignment shall receive the same benefits as described in Plan A and Plan B that a full-time teacher would receive.
 - (7) Cash incentive to undertake HSA plan. Employees taking ABC 1 above shall receive a one-time stipend of \$180.00 to encourage membership in this alternative type health plan arrangement.

APPENDIX "A"

General Conditions/School Calendars

For the term of this Agreement, the school calendars 2021-2022, 2022-2023, and 2023-2024 are as set forth in Appendix "A". There shall be no deviation from or changes to the school calendar, except by mutual agreement of the Board and the Association.

Furthermore, all calendars shall meet the necessary requirements of the State of Michigan.

APPENDIX “A”

Clawson Public Schools – 2021-2022 School Calendar

School Hours:	High School: 7:45 am-2:37 pm	Middle School: 7:45 am-2:34 pm	Elementary Schools: 8:15 am-3:06 pm
Half-Day Dismissal Time (unless otherwise noted):	High School 10:55 am - Middle School: 10:55 am - Elementary Schools: 11:25 am		
AUGUST & SEPTEMBER			
August 25	Wednesday	First Day for Teachers – Schalm Curriculum Night Grades DK-5	
August 26	Thursday	Professional Development Day for Teachers	
August 27	Friday	Professional Development Day for Teachers	
August 30	Monday	FIRST DAY of SCHOOL for STUDENTS; Half Day AM – Dismissal for ALL grades 11:25 a.m.	
September 1	Wednesday	Kenwood Curriculum Night Grades DK-5	
September 3-6	Fri thru Mon	NO SCHOOL– Labor Day Weekend	
September 7	Tuesday	School Resumes – Middle School Curriculum Night	
September 8	Wednesday	High School Curriculum Night	
OCTOBER			
October 11	Monday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
October 29	Friday	End of 1 st Marking Period Elementary – HS/MS 1 st Mid-Semester – Half Day AM ALL Students	
NOVEMBER			
November 2	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
November 11	Thursday	Half Day AM – ALL Students HS and MS Parent Teacher Conferences – afternoon and evening Elementary Parent Teacher Conferences – afternoon and evening	
November 12	Friday	Half Day AM for Elementary Students Elementary Parent-Teacher Conferences – afternoon	
November 24-26	Wed thru Fri	NO SCHOOL – Thanksgiving	
November 29	Mon	School Resumes	
DECEMBER			
Dec 20 thru Dec 31	Mon thru Fri	NO SCHOOL – Winter Recess	
JANUARY			
January 3	Monday	School Resumes	
January 17	Monday	NO SCHOOL FOR STUDENTS – MLK Day; Professional Development Day Teachers	
January 20	Thursday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 a.m.; Half day DK-5-dismissal 11:25 a.m.	
January 21	Friday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 a.m.; Half day DK-5-dismissal 11:25 a.m. End of 2 nd marking period – Elementary/End of 1 st Semester – HS/MS	
FEBRUARY			
February 21-25	Mon thru Fri	NO SCHOOL – Mid-Winter Recess	
February 28	Monday	School Resumes	
MARCH			
March 8	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
March 25	Friday	End of 3 rd Marking Period Elementary – HS/MS 2 nd Mid-Semester; Half Day AM for ALL students	
Mar 28-Apr 1	Mon thru Fri	NO SCHOOL – Spring Recess	
APRIL			
April 4	Monday	School Resumes	
April 13	Wednesday	Testing: Grade 8 (Full Day), Grade 9 (7:45 a.m.-12 p.m.), & Grade 11 (7:45 a.m.-1:30 p.m.); Grades 6, 7, 10 & 12 Full Day Synchronous Learning; DK-5 Full Day	
April 14	Thursday	Testing: Grades 10 & 11 (7:45 a.m.-12 p.m.); Grades 9 & 12 Full Day Synchronous Learning; Full Day DK-8	
April 15	Friday	NO SCHOOL – Good Friday	
April 20	Wednesday	Elementary Parent-Teacher Conferences – evening	
April 21	Thursday	Elementary Parent-Teacher Conferences – evening HS and MS Parent-Teacher Conferences – evening	
MAY			
May 3	Tuesday	Election Day – DK-12 Full Day Synchronous Learning	
May 27	Friday	Half Day AM – ALL students	
May 30	Monday	NO SCHOOL – Memorial Day	
May 31	Tuesday	School Resumes	
JUNE			
June 9	Thursday	Half Day AM – HS/MS students (exams in AM) – Dismissal 11:30 a.m. Half Day AM – DK-5 – Dismissal 11:25 a.m.	
June 10	Friday	LAST DAY OF SCHOOL – Half Day AM – HS/MS students (exams in AM) – Dismissal 11:30 a.m. Half Day AM – DK-5 – Dismissal 11:25 a.m. End of 4 th Marking Period – Elementary; End of 2 nd Semester HS/MS	

Board Amendment Approved 03/21/2022 04/18/2022

APPENDIX "A"

Clawson Public Schools – 2022-2023 School Calendar

School Hours:	High School: 7:45 am-2:37 pm	Middle School: 7:45 am-2:34 pm	Elementary Schools: 8:15 am-3:06 pm
Half-Day Dismissal Time (unless otherwise noted): High School 10:55 am - Middle School: 10:55 am - Elementary Schools: 11:25 am			
AUGUST & SEPTEMBER			
August 24	Wednesday	First Day for Teachers - Schalm Curriculum Night Grades DK-5	
August 25	Thursday	Professional Development Day for Teachers	
August 26	Friday	Professional Development Day for Teachers	
August 29	Monday	FIRST DAY of SCHOOL for STUDENTS; Half Day AM – Dismissal for ALL grades 11:25 am	
August 31	Wednesday	Kenwood Curriculum Night Grades DK-5	
September 2-5	Friday-Monday	NO SCHOOL - Labor Day Weekend	
September 6	Tuesday	School Resumes	
September 6	Tuesday	Middle School Curriculum Night	
September 7	Wednesday	High School Curriculum Night	
OCTOBER			
October 10	Monday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
October 31	Monday	End of 1 st Marking Period Elementary – HS/MS 1 st Mid-Semester – Half Day AM ALL Students	
NOVEMBER			
November 8	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
November 10	Thursday	Half Day AM For ALL Students HS and MS Parent-Teacher Conferences – afternoon and evening Elementary Parent-Teacher Conferences – afternoon and evening	
November 11	Friday	Half Day AM For Elementary Students Elementary Parent-Teacher Conferences – afternoon	
November 23-25	Wed thru Fri	NO SCHOOL – Thanksgiving Recess	
November 28	Monday	School Resumes	
DECEMBER			
Dec 26 –Jan 6	Mon thru Fri	NO SCHOOL – Winter Recess	
JANUARY			
January 9	Monday	School Resumes	
January 16	Monday	NO SCHOOL FOR STUDENTS – MLK Day; Professional Development Day Teachers	
January 19	Thursday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 am; Half day DK-5 dismissal 11:25 am	
January 20	Friday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 am; Half day DK-5-dismissal 11:25 a.m. End of 2 nd marking period /End of 1 st Semester HS/MS/ Elem	
FEBRUARY			
February 20-24	Mon thru Friday	NO SCHOOL – Mid-Winter Recess	
February 27	Monday	School Resumes	
MARCH			
March 7	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
March 24	Friday	End of 3 rd Marking Period – Elementary; HS/MS 2nd Mid-Semester ; Half day AM All students	
Mar 27-31	Mon thru Fri	NO SCHOOL – Spring Recess	
APRIL			
April 3	Monday	School Resumes	
April 7	Friday	NO SCHOOL Good Friday	
April 11	Tuesday	Testing: Grade 8 (Full Day) , Grade 9 (7:45 a.m.-12 p.m.) & Grade 11 (7:45 a.m.-1:30 p.m.); Grades 6, 7, 10 & 12 Full Day Synchronous Learning ; DK-5 Full Day	
April 12	Wednesday	Testing: Grades 10 & 11 (7:45 a.m.-12 p.m.); Grades 9 & 12 Full Day Synchronous Learning ; Full Day DK-8	
April 19	Wednesday	Elementary Parent-Teacher Conferences– evening	
April 20	Thursday	Elementary, HS, and MS Parent-Teacher Conferences— evening	
MAY			
May 26	Friday	Half Day AM – ALL students	
May 29	Monday	NO SCHOOL – Memorial Day	
May 30	Tuesday	School Resumes	
JUNE			
June 8	Thursday	Half Day AM HS and MS students (exams in AM) – dismissal 11:30 am; Half day DK-5 dismissal at 11:25 am	
June 9	Friday	LAST DAY OF SCHOOL – Half Day AM for ALL students – Dismissal HS/MS 11:30 am / DK-5 11:25 am End of 4th Marking Period – Elementary; End of 2nd Semester HS/MS	

Board Amendment Approved on 03/21/2022

APPENDIX "A"

Clawson Public Schools – 2023-2024 School Calendar

School Hours:	High School: 7:45 am-2:37 pm	Middle School: 7:45 am-2:34 pm	Elementary Schools: 8:15 am-3:06 pm
Half-Day Dismissal Time (unless otherwise noted): High School 10:55 am - Middle School: 10:55 am - Elementary Schools: 11:25 am			
AUGUST & SEPTEMBER			
August 23	Wednesday	First Day for Teachers – Schalm Curriculum Night Grades DK-5	
August 24	Thursday	Professional Development Day for Teachers	
August 25	Friday	Professional Development Day for Teachers	
August 28	Monday	FIRST DAY of SCHOOL for STUDENTS; Half Day AM – Dismissal for ALL grades 11:25 a.m.	
August 30	Wednesday	Kenwood Curriculum Night Grades DK-5	
September 1-4	Fri thru Mon	NO SCHOOL – Labor Day Weekend	
September 5	Tuesday	School Resumes – Middle School Curriculum Night	
September 6	Wednesday	High School Curriculum Night	
OCTOBER			
October 9	Monday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
October 31	Tuesday	End of 1 st Marking Period Elementary – HS/MS 1 st Mid-Semester – Half Day AM ALL Students	
NOVEMBER			
November 7	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
November 9	Thursday	Half Day AM For ALL Students HS and MS Parent-Teacher Conferences – afternoon and evening Elementary Parent-Teacher Conferences – afternoon and evening	
November 10	Friday	Half Day AM For Elementary Students Elementary Parent-Teacher Conferences – afternoon	
November 22-24	Wed thru Fri	NO SCHOOL – Thanksgiving Recess	
November 27	Monday	School Resumes	
DECEMBER			
Dec 25 thru Jan 5	Mon thru Fri	NO SCHOOL – Winter Recess	
JANUARY			
January 8	Monday	School Resumes	
January 15	Monday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
January 18	Thursday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 a.m.; Half day DK-5 dismissal 11:25 a.m.	
January 19	Friday	Half Day AM HS/MS students (exams in AM) – dismissal 11:30 a.m.; Half day DK-5-dismissal 11:25 a.m. End of 2 nd marking period – Elementary/End of 1 st Semester – HS/MS	
FEBRUARY			
February 19-23	Mon thru Fri	NO SCHOOL – Mid-Winter Recess	
February 26	Monday	School Resumes	
MARCH			
March 5	Tuesday	NO SCHOOL FOR STUDENTS – Professional Development Day Teachers	
March 22	Friday	End of 3 rd Marking Period Elementary – HS/MS 2 nd Mid-Semester; Half Day AM for ALL students	
Mar 25-Apr 1	Mon thru Mon	NO SCHOOL – Spring Recess	
APRIL			
April 2	Tuesday	School Resumes	
April 9	Tuesday	Testing: Grade 8 (Full Day), Grade 9 (7:45 a.m. – Noon), & Grade 11 (7:45 a.m. – 1:30 p.m.); Grades 6, 7, 10 and 12 Full Day Synchronous Learning; DK-5 Full Day	
April 10	Wednesday	Testing: Grades 10 and 11 (7:45 a.m. – Noon); Grades 9 and 12 Full Day Synchronous Learning; Full Day DK-8	
April 17	Wednesday	Elementary Parent-Teacher Conferences – evening	
April 18	Thursday	Elementary Parent-Teacher Conferences – evening HS and MS Parent-Teacher Conferences – evening	
MAY			
May 24	Friday	Half Day AM – ALL students	
May 27	Monday	NO SCHOOL – Memorial Day	
May 28	Tuesday	School Resumes	
JUNE			
June 6	Thursday	Half Day AM – HS/MS students (exams in AM) – Dismissal 11:30 a.m. Half Day AM – DK-5 – Dismissal 11:25 a.m.	
June 7	Friday	LAST DAY OF SCHOOL – Half Day AM for ALL students – Dismissal HS/MS 11:30 a.m./ DK-5 11:25 a.m. End of 4 th Marking Period – Elementary; End of 2 nd Semester HS/MS	

Board Approved on 03/21/2022

APPENDIX "B"

Clawson Public Schools

Letter of Leave Confirmation

Dear _____:

I am happy to inform you that the Clawson Board of Education at its meeting on _____ approved your request for _____ leave. The leave will commence on _____ and will terminate on _____.

If you wish to return to teaching in Clawson at the end of your leave you must notify the Board in writing by _____.

Enclosed you will find a copy of the Tenure Act and leave provisions of the Master Agreement which includes your rights and responsibilities concerning leaves.

Very truly yours,
Clawson Public Schools

By: _____

cc: C.E.A. President

APPENDIX "C"

Clawson Public School Ancillary Staff Evaluation Rubric

Psychology

Social Work

Speech and Language Pathology

Counselors¹

¹ This tool shall apply to Counselors who are “Ancillary Staff” under Section 1.04 of this Agreement and not to those Counselors who fit the definition of “Teacher” under Section 1.04 of this Agreement.

**Professional Practice Rubric
Speech Pathologist**

Domain 1: Planning and Preparation

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
1A	Demonstrating knowledge and skill in the specialist therapy area; holding the relevant certificate or license	Therapist demonstrates extensive knowledge and skill in the therapy area; holds an advanced certificate or license	Therapist demonstrates thorough knowledge and skill in the therapy area; holds the necessary certificate or license	Therapist demonstrates Basic knowledge and skill in the therapy area; holds the necessary certificate or license	Therapist demonstrates little or no knowledge and skill in the therapy area; does not hold the necessary certificate or license
1B	Establishing goals for the therapy program appropriate to the setting and the students served	Therapist's goals for the students are highly appropriate to the situation in the school, support, curriculum and to the age of the students and have been developed in consultation with the IEP team	Therapist's goals for the student are clear and appropriate to the situation in the school and to the age of the students	Therapist's goals for the student are rudimentary and are partially suitable to the situation and to the age of the students	Therapist has no clear goals for the student or they are inappropriate to either the situation or the age of the students
1C	Demonstrating knowledge of district, state and federal regulations and guidelines	Therapist's knowledge of special education laws and procedures is extensive; therapist takes a leadership role in reviewing and revising district policies	Therapist demonstrates thorough knowledge of special education laws and procedures	Therapist demonstrates Basic knowledge of special education laws and procedures	Therapist demonstrates little or no knowledge of special education laws and procedures
1D	Demonstrating knowledge of resources, both within and beyond the school and district	Therapist demonstrates extensive knowledge of resources for students available through the school or district and in the larger community	Therapist demonstrates thorough knowledge of resources for students available through the school or district and some familiarity with resources outside the district	Therapist demonstrates Basic knowledge of resources for students available through the school or district	Therapist demonstrates little or no knowledge of resources for students available through the school or district
1E	Planning the therapy program, integrated with the regular school program to meet the needs of individual students	Therapist's plan is highly coherent and preventative and serves to support students individually. Support standard and benchmarks where appropriate	Therapist has developed a plan that includes the important aspects of work in the setting	Therapist's plan has guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals	Therapy program consists of a random collection of unrelated activities, lacking coherence or an overall structure
1F	Developing a plan to evaluate the therapy program	Therapist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis	Therapist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met	Therapist has a rudimentary plan to evaluate the therapy program	Therapist has no plan to evaluate the program or resists suggestions that such an evaluation is important

**Professional Practice Rubric
Speech Pathologist**

Domain 2: Environment

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
2A	Establishing rapport with students	Students seek out the therapist, reflecting a high degree of comfort and trust in the relationship	Therapist's interactions with students are positive and respectful; students appear comfortable in the testing and treatment environment	Therapist's interactions are a mix of positive and negative; the therapist's efforts at developing rapport are partially successful	Therapist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing and treatment environment
2B	Organizing time effectively	Therapist demonstrates excellent time-management skills, accomplishing all tasks in a seamless manner; teachers and students understand their schedules	Therapist exercises good judgment in setting priorities, resulting in clear schedules and important work being accomplished in an efficient manner.	Therapist's time-management skills are moderately well developed; essential activities are carried out, but not always in the most efficient manner	Therapist exercises poor judgment in setting priorities, resulting in confusion, missed deadlines and conflicting schedules
2C	Establishing and maintaining clear procedures for referrals	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators	Procedures for referrals and for meetings and consultation with parents and administrators are clear to everyone	Therapist has established procedures for referrals, but the details are not always clear	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it
2D	Establishing standards of conduct in the treatment center	Standards of conduct have been established for the therapy room or classroom setting. Therapist's monitoring of students is subtle and preventative, and students engage in self-monitoring of behavior	Standards of conduct have been established for therapy room or classroom setting. Students are monitored closely during therapy	Standards of conduct have been somewhat established for therapy room or classroom setting. Students are moderately monitored during therapy	No standards of conduct have been established, and Therapist disregards or fails to address negative student behavior during evaluation or treatment
2E	Organizing physical space for testing of students and providing therapy	The testing and treatment environment is highly organized and is inviting to students. Materials are convenient when needed.	The testing and treatment environment is well organized; materials are available when needed	The testing and treatment environment is moderately well organized and moderately well suited to working with students. Materials are difficult to find when needed	The testing and treatment environment is disorganized and poorly suited to working with students. Materials are usually available.

**Professional Practice Rubric
Speech Pathologist**

Domain 3: Delivery of Service

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
3A	Responding to referrals and evaluating student needs	Therapist is proactive in responding to referrals and makes highly competent assessments of student needs	Therapist responds to referrals and makes thorough assessments of student needs	Therapist responds to referrals when pressed and makes adequate assessments of student needs	Therapist fails to respond to referrals or makes hasty assessments of student needs
3B	Developing and implementing treatment plans to maximize students' success	Therapist develops comprehensive plans for students, finding ways to creatively meet student need and incorporate many related elements	Therapist's plans for students are suitable for them and are aligned with identified needs	Therapist's plans for students are partially suitable for them or sporadically aligned with identified needs	Therapist fails to develop treatment plans suitable for students, or plans are mismatched with the finds of assessment
3C	Communicating with families	Therapist secures necessary permissions and communications with families in a manner highly sensitive to cultural and linguistic transitions. Therapist reaches out to families of students to enhance trust.	Therapist communicates with families and secures necessary permission for evaluations, doing so in a manner sensitive to cultural and linguistic transitions.	Therapist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic transitions.	Therapist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner
3D	Collecting information; writing reports	Therapist is proactive in collecting important information, interviewing teachers and parents if necessary reports are accurate and clearly written and are tailored for the audience	Therapist collects all of the important information on which to base treatment plans; reports are accurate and appropriate to the audience	Therapist collects most of the important information on which to base treatment plans; reports are accurate but lacking in clarity and not always appropriate to the audience	Therapist neglects to collect important information on which to base treatment plans; reports are inaccurate or not appropriate to the audience
3E	Demonstrating flexibility and responsiveness	The testing is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent or teacher input	Therapist makes revisions in the treatment program when they are needed	Therapist makes modest changes in the treatment program when confronted with evidence of the need for change	Therapist adheres to the plan or program, in spite of evidence of its inadequacy

**Professional Practice Rubric
Speech Pathologist**

Domain 4: Professional Responsibilities

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
4A	Reflecting on practice	Therapist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Therapist draws on an extensive repertoire to suggest alternative strategies	Therapist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Therapist makes some specific suggestions as to how the therapy program might be improved	Therapist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved	Therapist does not reflect on practice, or the reflections are inaccurate or self-serving
4B	Collaborating with teachers and administrators	Therapist seeks out teachers and administrators to confer regarding cases, soliciting their perspectives on individual students	Therapist initiates contact with teachers and administrators to confer regarding individual cases	Therapist is available to staff for questions and planning and provides background material when requested	Therapist is not available to staff for questions and planning and declines to provide background material when requested
4C	Maintaining an effective data-management system	Therapist has developed a distinguished data-management system for monitoring student progress and uses it to adjust treatment when needed. Therapist uses the system to communicate with teachers and parents	Therapist has developed an effective data-management system for monitoring student progress and uses it to adjust treatment when needed	Therapist has developed a rudimentary data-management system for monitoring student progress and occasionally uses it to adjust treatment when needed	Therapist's data-management system is either nonexistent or in disarray; it cannot be used to monitor student progress or to adjust treatment when needed
4D	Participating in a professional community	Therapist makes a substantial contribution to enhance department and district goals demonstrating exceptional performance during and outside the workday. Therapist is a respected, positive leader among colleagues.	Therapist participates actively in department and district events and projects and maintains positive and productive relationships with colleagues	Therapist's relationships with colleagues are cordial, and therapist participates in school and district events and projects when specifically asked to do so	Therapist's relationships with colleagues are negative or self-serving, or therapist avoids being involved in school and district events and projects
4E	Engaging in professional development	Therapist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues	Therapist seeks out opportunities for professional development based on an individual assessment of need	Therapist participation in profession development activities is limited to those that are convenient or are required	Therapist does not participate in professional development activities, even when such activities are clearly needed for the development of skills

**Professional Practice Rubric
School Psychologist**

Domain 1: Planning, Preparation and Assessment of Students

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
1A	Demonstrating knowledge and skill in using psychological instruments to evaluate students	Psychologist uses a wide range of psychological instruments to evaluate students and knows the proper situations in which each should be used.	Psychologist uses 5-8 psychological instruments to evaluate students and determine accurate diagnoses	Psychologist uses a limited number of psychological instruments to evaluate students	Psychologist demonstrates little or no knowledge and skill in using psychological instruments to evaluate students
1B	Demonstrating knowledge of child and adolescent development and psychopathology	Psychologist demonstrates extensive knowledge of child and adolescent development and psychopathology and knows variations of typical patterns	Psychologist demonstrates through knowledge of child and adolescent development and psychopathology	Psychologist demonstrates Basic knowledge of child and adolescent development and psychopathology	Psychologist demonstrates little or no knowledge of child and adolescent development and psychopathology
1C	Establishing goals for the psychology program appropriate to the setting and the students served	Psychologist goals for the treatment program are highly appropriate to the situation in the school and to the age of the students and have been developed following consultation with students, parents and colleagues	Psychologist's goals for the treatment program are clear and appropriate to the situation in the school and to the age of the student	Psychologist's goals for the treatment program are rudimentary and are partially suitable to the situation and the age of the student	Psychologist has no clear goals for the psychology program, or they are inappropriate to either the situation or the age of the students
1D	Demonstrating knowledge of state and federal regulations and of resources, both within and beyond the school and district	Psychologist's knowledge of governmental regulations and of resources for students is extensive, including those available through the school or district and the community	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district and some familiarity with resources external to the district	Psychologist displays awareness of governmental regulations and of resources for students available through the school or district, but no knowledge of resources available more broadly	Psychologist demonstrates little or no knowledge of governmental regulations or of resources for students available through the school or district
1E	Planning the psychology program integrated with the regular school program, to meet the needs of individual students and including prevention	Psychologist's plan is highly coherent and preventative and serves to support students individually, within the broader educational program	Psychologist has developed a plan that includes the important aspects of work in the setting	Psychologist's plan has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals	Psychologist's plan consists of a random collection of unrelated activities, lacking coherence or an overall structure
1F	Developing a plan to evaluate the psychology program	Psychologist's evaluation plan is highly sophisticated, with imaginative sources of evidence and a clear path toward improving the program on an ongoing basis	Psychologist's plan to evaluate the program is organized around clear goals and the collection of evidence to indicate the degree to which the goals have been met	Psychologist has a rudimentary plan to evaluate the psychology program	Psychologist has no plan to evaluate the program or resists suggestions that such an evaluation is important

**Professional Practice Rubric
School Psychologist**

Domain 2: School Environment and Assessment

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
2A	Establishing rapport with students	Students seek out the psychologist, reflecting a high degree of comfort and trust in the relationship	Psychologist's interactions with students are positive and respectful; students appear comfortable in the testing environment	Psychologist's interactions are a mix of positive and negative; the psychologist's efforts at developing rapport are partially successful	Psychologist's interactions with students are negative or inappropriate; students appear uncomfortable in the testing environment
2B	Establishing a culture for positive mental health throughout the school	The culture in the school for positive mental health among students and teachers, while guided by the psychologist, is maintained by both teachers and students	Psychologist promotes a culture throughout the school for positive mental health in the school among students and teachers	Psychologist's attempts to promote a culture throughout the school for positive mental health in the school among students and teachers are partially successful	Psychologist makes no attempt to establish a culture for positive mental health in the school as a whole, either among students or teachers, or between student and teachers
2C	Establishing and maintaining clear procedures for referrals	Procedures for all aspects of referral and testing protocols are clear to everyone and have been developed in consultation with teachers and administrators	Procedures for referrals and for meetings and consultation with parents and administrators are clear to everyone	Psychologist has established procedures for referrals, but the details are not always clear	No procedures for referrals have been established; when teachers want to refer a student for special services, they are not sure how to go about it
2D	Establishing standards of conduct in the treatment center	Standards of conduct have been established for the testing environment. Psychologist's monitoring of students is subtle and preventative, and students engage in self-monitoring of behavior	Standards of conduct have been established for the testing environment. Psychologist monitors student behavior against those standards; response to students is appropriate and respectful	Standards of conduct have been somewhat established for testing environment. Psychologist's attempts to monitor and correct negative student behavior during and evaluation are partially successful	No standards of conduct have been established, and psychologist disregards or fails to address negative student behavior during an evaluation.
2E	Organizing physical space for testing of students and storage of materials	The testing and treatment environment is highly organized and is inviting to students. Materials are stored in a secure location and are convenient when needed.	The testing environment is well organized; materials are stored in a secure environment and are available when needed	Materials in the testing environment are stored securely, but the center is not completely well organized, and materials are difficult to find when needed.	The testing and environment is disorganized and poorly suited to student evaluations. Materials are not stored in a secure location and are difficult to find when needed

**Professional Practice Rubric
School Psychologist**

Domain 3: Delivery of Psychological Services

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
3A	Responding to referrals; consulting with teachers and administrators	Psychologist consults frequently with colleagues, contributing own insights and tailoring evaluations to the questions raised in the referral	Psychologist consults frequently with colleagues, tailoring evaluations to the questions raised in the referral	Psychologist consults on a sporadic basis with colleagues, making partially successful attempts to tailor evaluations to the questions raised in the referral	Psychologist fails to consult with colleagues or to tailor evaluations to the questions raised in the referral
3B	Evaluating student needs in compliance with National Association of School Psychologists (NASP) guidelines and Michigan Association of School Psychologist (MASP)	Psychologist selects, from a broad repertoire, those assessments that are most appropriate to the referral questions and conducts information sessions with colleagues to ensure that they fully understand and comply with procedural time lines and safeguards	Psychologist administers appropriate evaluation instruments to students and ensures that all procedures and safeguards are faithfully adhered to	Psychologist attempts to administer appropriate evaluation instruments to students but does not always follow established time lines and safeguards	Psychologist resists administering evaluations, selects instruments inappropriate to the situation or does not follow established procedures and guidelines
3C	Chairing evaluation team	Psychologist assumes leadership of the evaluation team and takes initiative in assembling materials for meetings. IEPs are prepared in an exemplary manner	Psychologist assumes leadership of the evaluation team as a standard expectation; prepares detailed IEPs	Psychologist assumes leadership of the evaluation team when directed to do so, preparing adequate IEPs	Psychologist declines to assume leadership of the evaluation team
3D	Planning interventions to maximize students' likelihood of success	Psychologist develops comprehensive plan for students, finding ways to creatively meet student needs and incorporate many related elements	Psychologist's plan for students are suitable for them and are aligned with identified needs	Psychologist's plan for students are partially suitable for them or are sporadically aligned with identified needs	Psychologist fails to plan interventions suitable to students or interventions are mismatched with the findings of the assessments
3E	Maintaining contact with physicians and community mental health service providers	Psychologist maintains ongoing contact with physicians and community mental health service providers and initiates contact when needed	Psychologist maintains ongoing contact with physicians and community mental health service providers.	Psychologist maintains occasional contact with physicians and community mental health service providers	Psychologist declines to maintain contact with physicians and community mental health service providers
3F	Demonstrating flexibility and responsiveness	Psychologist is continually seeking ways to improve the treatment program and makes changes as needed in response to student, parent or teacher input	Psychologist makes revisions in the treatment program when it is needed	Psychologist makes modest changes in the treatment program when confronted with evidence of the need for change	Psychologist adheres to the plan or program, in spite of evidence of its inadequacy

**Professional Practice Rubric
School Psychologist**

Domain 4: Professional Responsibilities

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
4A	Reflecting on practice	Psychologist reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Therapist draws on an extensive repertoire to suggest alternative strategies	Psychologist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Psychologist makes some specific suggestions as to how the therapy program might be improved	Psychologist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved	Psychologist does not reflect on practice, or the reflections are inaccurate or self-serving
4B	Communicating with families	Psychologist secures necessary permission and communicates with families in a manner highly sensitive to cultural and linguistic traditions. Psychologist reaches out to families of students to enhance trust	Psychologist communicates with families and secures necessary permission for evaluations and does so in a manner sensitive to cultural and linguistic traditions	Psychologist's communication with families is partially successful; permissions are obtained, but there are occasional insensitivities to cultural and linguistic traditions	Psychologist fails to communicate with families and secure necessary permission for evaluations or communicates in an insensitive manner
4C	Maintaining accurate records	Psychologist's records are accurate and legible, well organized, and stored in a secure location. They are written to be understandable to another qualified professional	Psychologist's records are accurate and legible, well organized and stored in a secure location	Psychologist's records are accurate and legible and are stored in a secure location	Psychologist's records are in disarray; they may be missing, illegible or stored in an insecure location
4D	Participating in a professional community	Psychologist makes a substantial contribution to enhance department and district goals demonstrating exceptional performance during and outside the psychologist workday. Psychologist is respected positive leader among colleagues	Psychologist participates actively in department and district events and projects and maintains positive and productive relationships with colleagues	Psychologist relationships with colleagues are cordial, and therapist participates in school and district events and projects when specifically asked to do so	Psychologist's relationships with colleagues are negative or self-serving, or psychologist avoids being involved in school and district events and projects
4E	Engaging in professional development	Psychologist actively pursues professional development opportunities and makes a substantial contribution to the profession through such activities as offering workshops to colleagues	Psychologist seeks out opportunities for professional development based on an individual assessment of need	Psychologist's participation in profession development activities is limited to those that are convenient or are required	Psychologist does not participate in professional development activities, even when such activities are clearly needed for the development of skills
4F	Showing professionalism, including integrity and maintaining confidentiality	Psychologist can be counted on to hold the highest standards of honesty, integrity, and confidentiality and to advocate for student taking a leadership role with colleagues	Psychologist displays high standards of honesty, integrity and confidentiality in interactions with colleagues, students and the public and advocates for students when needed	Psychologist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate confidentiality	Psychologist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality

**Professional Practice Rubric
School Social Worker**

Domain 1: Assessment

Component		Distinguished (1)	Proficient (2)	Basic (3)	Unsatisfactory (4)
1A	Provides for comprehensive and balanced assessments	School Social Worker conducts detailed and individualized assessments of student's needs, gathered from a variety of sources and provides relevant and accurate information that contributes to program planning for the student.	School Social Worker assesses student's needs by using a variety of evaluation tools and observations across settings.	School Social Worker assessments of student's needs are perfunctory.	School Social Worker does not assess student needs, or the assessments result in inaccurate or inappropriate recommendations or conclusions.
1B	Use of effective assessment materials and techniques which address biological, psychological and sociological deficits and needs	School Social Worker uses an extensive range of assessments techniques to gather relevant information from a variety of sources that assess specific areas of student needs and are designed to produce relevant information to assist team members with decision making and problem solving to support future planning.	School Social Worker chooses methods activities or materials that are consistent with identified student need and are selected to ensure that relevant information is gathered to assist teams with decisions.	School Social Worker uses a narrow range of assessment activities, methods and materials to gather information.	Assessment materials and techniques are selected independent of identified student needs or methods; activities and materials selected are unsatisfactory or inappropriate.
1C	Accurately and appropriately interprets assessment information for Special Education eligibility	School Social Worker demonstrates consistent and thorough understanding of how assessment results are to be used in the development of goals and objectives, and is able to present, explain and apply assessment information to assist in decision making and problems solving for students.	School Social Worker is able to present information obtained from evaluations in a logical and understandable format and demonstrates understanding of how the information is to be used for decision making and eligibility recommendations.	School Social Worker is partially able to interpret assessment results and make recommendations regarding eligibility.	School Social Worker demonstrates little understanding of eligibility criteria for special education or has chosen assessment techniques that are inappropriate.
1D	Provides ongoing assessments to document the students' continued emotional and social growth	School Social Worker's plan to complete ongoing assessments is highly sophisticated, with sources of supporting documentation and a clear path of improving service delivery based on student's progress toward achieving goals/objectives.	School Social Worker's plan to complete ongoing assessments is organized around the goals of the student and the supporting documentation indicates the degree to which the goals have been met.	School Social Worker has a rudimentary plan for ongoing assessments, with little supporting documentation.	School Social worker has no plan for ongoing assessment or resists suggestions that such assessments are necessary, or School Social Worker does not have supporting documentation of ongoing assessment.
1E	Assesses problems and situations interfering with the student's ability to make optimal use of the education experience	School Social Worker conducts detailed and individualized assessments of student needs to contribute to program planning and considers student needs as they relate to school, home, and community.	School Social Worker assesses student needs and knows the range of student needs within the school.	School Social Worker assessments of student needs are perfunctory.	School Social Worker does not assess student needs, or the assessment results in inaccurate conclusions.

**Professional Practice Rubric
School Social Worker**

Domain 2: Planning and Intervention

	Component	Distinguished (1)	Proficient (2)	Basic (3)	Unsatisfactory (4)
2A	Planning and implementation of goals and objectives to meet the needs of Special Education students	School Social Worker's goal and objectives are highly appropriate to the student's needs within the school environment and have been developed in conjunction with students, parents, and colleagues.	School Social Worker's goals and objectives are clear and appropriate to the student's identified needs of the student.	School Social Worker's goals and objectives are rudimentary and partially suitable to the situation and the needs of the student.	School Social Worker's goals and objectives are independent of identified student needs.
2B	Presentation of information to students, parents, and MET team participants that effectively supports special education rules and regulations	School Social Worker's knowledge of special education rules and regulations is extensive and the SSW is able to connect accurate and relevant information to assist with problem solving and decision making.	School Social Worker displays knowledge of rules and regulations and is able to present information that is accurate, relevant, and consistent with rules and regulations.	School Social Worker displays awareness of rules and regulations for Special Education.	School Social Worker demonstrates little or no knowledge of rules and regulations applicable to Special Education.
2C	Providing for student involvement in personalized one on one and/or group intervention activities	School Social Worker uses an extensive range of techniques and strategies to help students acquire skills a=in decision making and problem solving for interactions with peers and adults.	School Social Worker uses a range of techniques or strategies to help students acquire skills in decision making and problem solving for interactions with peers and adults.	School Social Worker displays a narrow range of techniques or strategies to help students acquire skills in decision making and problem solving for interactions with peers and adults.	School Social Worker had few techniques or strategies to help students acquire skills in decision making and problem solving for interactions with peers and adults.
2D	Crisis Intervention activities	School Social Worker demonstrates an extensive knowledge of crisis intervention techniques to encourage healing and decrease stress.	School Social Worker uses a range of crisis intervention techniques that are appropriate to healing and stress reduction.	School Social Worker displays a narrow range of crisis intervention techniques that do not promote healing and stress reduction.	School Social Worker has few crisis intervention techniques and those used discouraged healing and increased stress.

**Professional Practice Rubric
School Social Worker**

Domain 3: Plan for Services

Component		Distinguished (1)	Proficient (2)	Basic (3)	Unsatisfactory (4)
3A	Understands and articulates basis for referral for services	The School Social Worker displays extensive knowledge of the referral process including an acute awareness of the basis for the referral and follows all applicable rules and procedures	The School Social Worker demonstrates a proficient working knowledge of the referral process, including an awareness of the basis for the referral and follows the rules and procedures of the referral process	The School Social Worker displays a rudimentary knowledge of the referral process, including the basis for the referral and is able to follow minimal rules and procedures of the referral process	The School Social Worker demonstrates little knowledge or understanding of the referral process, including the basis for making a referral and is not able to follow the rules and procedures of the referral process
3B	Knowledge about available community resources	The School Social Worker's knowledge of the resources for the students is extensive, including those available through the school or district and in the community	The School Social Worker displays an awareness of resources for students available through the school or district and some familiarity with resources external to the school	The School Social Worker displays an awareness of resources available through the school or district, but no knowledge of resources available more broadly	The School Social Worker demonstrates little or no knowledge of resources for students available through the school or district
3C	Involving students in School Social Work service	The School Social Worker's plan for services is highly coherent and serves to support not only the groups, but also the broader educational program	The School Social Worker has developed a plan for services that includes the important aspects of School Social Work services in the setting	The School Social Worker's plan for services has a guiding principle and includes a number of worthwhile activities, but some of them don't fit with the broader goals	The School Social Worker's plan for services consists of a random collection of unrelated activities, lacking coherence or an overall structure
3D	Follow-up	The School Social Worker is continually seeking ways to improve service delivery and makes changes as needed in response to student, parent or teacher input	The School Social Worker makes revisions to service delivery when they are needed	The School Social Worker makes modest changes in service delivery when confronted with evidence of the need for change	The School Social Worker adheres to the plan for service delivery, in spite of evidence of its inadequacy

**Professional Practice Rubric
School Social Worker**

Domain 4: Professional Responsibility

Component		Distinguished (1)	Proficient (2)	Basic (3)	Unsatisfactory (4)
4A	Reflecting on practice	The School Social Worker's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. The School Social Worker draws on an extensive repertoire to suggest alternative strategies	The School Social Worker's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. The School Social Worker makes some specific suggestions as to how the program might be improved	The School Social Worker's reflection on practice is moderately accurate and objective without citing specific examples and with only global suggestions as to how it might be improved.	The School Social Worker does not reflect on practice, or the reflections are inaccurate or self-serving
4B	Maintaining Records and submitting them in a timely fashion	The School Social Worker's approach to record keeping is highly systematic and efficient and serves as a model for colleagues	The School Social Worker's reports, records and documentation are accurate and submitted in a timely manner	The School Social Worker's reports, records and documentation are generally accurate but are occasionally late	The School Social Worker's reports, records and documentation are missing, late or inaccurate, resulting in confusion
4C	Engaging in Professional Development	The School Social Worker actively pursues professional development opportunities and makes a substantial contribution to the profession through activities such as offering workshops to colleagues	The School Social Worker seeks out opportunities for professional development based on an individual assessment of need	The School Social Worker's participation in professional development activities is limited to those that are convenient or required	The School Social Worker does not participate in professional development activities even when such activities are clearly needed for the development of social work skills
4D	Participating in Professional Community	The School Social Worker makes a substantial contribution to enhance department and district goals demonstrating exceptional performance during and outside the School Social Worker's workday. The School Social Worker is a respected positive leader among colleagues	The School Social Worker participates actively in department and district events and projects and maintains positive and productive relationships with colleagues	The School Social Worker's relationships with colleagues are cordial, and they participate in department and district events and projects when specifically requested	The School Social Worker's relationships with colleagues are negative or self-serving, or the School Social Worker avoids being involved in department and district events and projects
4E	Showing professionalism including integrity and confidentiality	The School Social Worker can be counted on to hold the highest standards of honesty, integrity and confidentiality and to advocate for students, taking a leadership role with colleagues	The School Social Worker displays high standards of honesty, integrity and confidentiality in interactions with colleagues, students and the public, advocates for students when needed	The School Social Worker is honest in interactions with colleagues, students and the public, does not violate confidentiality	The School Social Worker displays dishonesty in interactions with colleagues, students and the public, violates principles of confidentiality

The Michigan School Counselor Association

School Counselor Evaluation Tool 2015

Counselor Annual Management Agreement
Counselor Evaluation Rubric
Counselor Evaluation Summary Sheet



Annual Management Agreement *

(Counselor/Principal Agreement)

The Administrator-Counselor Management Agreement is to be completed before the beginning of the academic school year. It outlines the agreed upon duties for the year and the elements of performance listed on the rubric that will be evaluated. Depending on the school counseling program that is to be delivered, it is possible that not all items on the rubric will be scored. Those skills not a part of the evaluation will be indicated as NA and should be identified at the time of the annual management agreement meeting.

School Counselor _____ Year _____

School Counselor Goals:

The School Counselor will select a personal growth goal and a student growth goal. Goals must be SMART (Specific, Measurable, Attainable, Results Oriented {use of data}, and Time Bound).

Personal Growth Goal: _____

Student Growth Goal: _____

Counselor Evaluation Plan

Counselor Time: In the Counselor Time column, record the percent of time agreed upon for counselor activities related to the delivery of the school counseling program components.

Weight Assigned (Percentage): In the Weight Assigned column, record the percent of emphasis each area will receive.

Note: All components are required for a comprehensive school counseling program.

	Counselor Time (Planned %)	School Counselor Activities		Weight Assigned (Percentage)
Direct Services to Students (Direct and Indirect Services total 80% or more of the counselor's time)	_____ %	Area I: School Counseling Core Curriculum	Provides developmental curriculum content in a systematic way to all students	
	_____ %	Area II: Individual Student Planning	Provides activities designed to help students establish personal goals and future plans	
	_____ %	Area III: Responsive Services	Addresses the immediate concerns of students	
Indirect Services for Students	_____ %	Area IV: Indirect Student Services (referrals, consultation, collaboration)	Interacts with others to provide support for student achievement	
Program Planning and School Support (20% or less of the counselor's time)	_____ %	Area V: Program Planning and School Support (foundation, management, accountability and school support)	Plans and evaluates the school counseling program and participates in school support activities	
Professional Behavior		Area VI: Professional Behavior	Maintains a high level of professional behavior and attitude	

Student Growth Goal		State -mandated	Facilitates achievement of student growth goal.	25%
				100%

Planning and Managing the School Counseling Program

Program Planning and Results Documents

The following documents may be helpful for developing and managing the school counseling program. Refer to the ASCA *National Model: A Framework for School Counseling Programs. (2012)*

- | | |
|---|---|
| <input type="checkbox"/> Annual Calendar
<input type="checkbox"/> Curriculum Action Plan
<input type="checkbox"/> Small-Group Action Plan | <input type="checkbox"/> Closing-the-Gap Action Plans
<input type="checkbox"/> Results Reports (from last year's action plans) |
|---|---|

Professional Development

I plan to participate in the following professional development based on the school counseling program goals.

Professional Collaboration and Responsibilities (Choose all that apply)

Group	Weekly/Monthly	Coordinator
School Counselor Team Meetings		
Administration/School Counselor Meetings		
Student Support Team Meetings		
Department/Grade Level Meetings		
School Improvement Meetings		
District/Regional Counselor Meetings		
School Counseling Program Advisory Council Mtgs.		
Other:		

Budget Materials and Supplies

Annual Budget: \$_____

Materials and supplies needed: _____

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____ to _____

Counselor hours from _____ to _____ (if flexible scheduling is used)

The Role and Responsibilities Assumed by Other Staff and Volunteers

Responsibilities for the support services provided to the counseling team will be divided among the support services staff:

The counseling office assistant will: _____

The data manager/registrar will: _____

The attendance clerk will: _____

The testing coordinator will: _____

Other staff will: _____

Volunteers will: _____

School Counselor Signature _____

Principal Signature _____

Date _____

*ASCA document altered to meet the responsibilities of Michigan School Counselors.

SCHOOL COUNSELOR PERFORMANCE EVALUATION RUBRIC

The School Counselor Performance Evaluation Rubric is scored at the end of the year. It is recommended the school counselor and the administrator complete the rubric independently. Columns are provided on the rubric for each party to indicate the item score. A face-to-face meeting will provide opportunity to discuss any discrepancy between the scores. For each area, total the competency scores and divide by the number of items assessed. (Do not include any competency areas marked NA.)

Counselor Name: _____ Date: _____

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
AREA I DIRECT SERVICES Implements the School Counseling Core Curriculum Component through effective instructional skills and the careful planning of group sessions for all students (classroom activities, group activities, etc.)	1. Effectively plans school counseling core curriculum consistent with identified student needs.	Competency not present.	Possesses basic understanding that a school counseling core curriculum exists but designs lessons that are unrelated to identified student needs.	Is knowledgeable about the school counseling core curriculum and designs lessons that address identified student needs.	Actively assists in planning the school counseling core curriculum, which addresses identified student needs and is regularly updated.			
	2. Uses effective instructional techniques.	Competency not present.	Uses a lesson plan with minimal evidence of student learning. Unable to establish and maintain a positive learning environment.	Delivers lesson plans that are effective and engage students in learning.	Consistently uses a variety of instructional strategies that consider diverse student needs and learning differences while engaging all students.			
	3. Uses data to demonstrate the effectiveness of the school counseling core curriculum.	Competency not present.	Rarely collects and uses data to demonstrate the effectiveness of the school counseling core curriculum.	Periodically collects and uses data to demonstrate the effectiveness of the school counseling core curriculum.	Frequently collects and uses data to demonstrate the effectiveness of the school counseling core curriculum.			
	Comments: * Will not be evaluated per administrator/counselor management agreement.							

Total: _____ ÷ _____ = _____
 Sum of Scores # of items Total Score

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
AREA II DIRECT SERVICES Implements the Individual Student Planning (ISP) Component with individuals and groups of students for educational and career appraisal, advisement, and transitions	1. Plans and conducts student meetings using educational and career activities consistent with identified student needs.	Competency not present.	Follows a prepared format without consideration of individual students' characteristics/needs.	Follows a prepared format in ISP meetings with accurate information that is clear, unbiased with consideration of individual student characteristics/needs.	Pre-plans and facilitates the ISP meeting with accurate information that is clear, unbiased, and with consideration of individual student characteristics/needs.			
	2. Involves student/parent(s) in personalized educational and career planning.	Competency not present.	Presents information to student/parent(s), but does not integrate it with the individual student plan.	Uses educational and career information with student/parent(s) and integrates it with the individual student plan.	Uses educational and career information with student/parental input that integrates with the individual student plan.			
	3. Provides accurate and appropriate test interpretation.	Competency not present.	Can identify high and low scores but cannot relate that information to students in a useful way.	Understands and interprets assessment results and communicates them accurately to students for planning purposes.	Is knowledgeable about each test used and can accurately interpret results. Demonstrates to the student how the information can be helpful in educational and career planning.			
	4. Uses data to demonstrate that individual student planning interventions are effective.	Competency not present.	Rarely collects data to influence planning and interventions which promote student success.	Regularly attempts to collect data to influence planning and interventions which promote student success.	Frequently collects and uses data to influence planning and interventions which promote student success.			
	Comments: * Will not be evaluated per administrator/counselor management agreement							

Total: _____ ÷ _____ = _____

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	Sum of Scores	# of items	Total Score
						SCORE		
						NA*	Counselor	Admin
Area III DIRECT SERVICES Implements Responsive Services Component (personal/small group counseling, and crisis counseling)	1. Demonstrates positive interpersonal relationships with students.	Competency not present.	Does not relate well with all students. Has difficulty establishing a professional and appropriate counseling relationship.	Develops relationships that are professional, warm and appropriate with all students.	Develops relationships that are professional, warm, and appropriate with all students. Uses strong interpersonal skills to encourage student contact.			
	2. Provides accurate identification of issues and develops appropriate actions, using listening and responding skills effectively.	Competency not present	Lacks depth of understanding of main issues and is rarely able to develop appropriate action plans.	Accurately identifies main issues and helps students develop appropriate action plans.	Accurately identifies issues, causes, and dynamics underlying student behavior in order to support students in making appropriate action plans.			
	3. Uses listening and responding skills when counseling and advising.	Competency not present.	.Rarely uses effective listening and responding skills when counseling and advising.	Often uses effective listening and responding skills when counseling and advising.	Always uses effective listening and responding skills when counseling and advising.			
	4. Uses small group leadership skills to address student needs.	Competency not present.	Rarely uses small group process to address student needs.	Often uses small group process to address student needs.	Frequently uses small group process to address student needs.			
	5. Uses data to demonstrate that counselor responsive service interventions are effective in promoting student success.	Competency not present.	Rarely collects and uses data to demonstrate that counselor responsive services affect student success.	Periodically collects and uses data to demonstrate that counselor responsive services affect student success.	Frequently collects and uses data to demonstrate that counselor responsive services affect student success.			
	Comments: * Will not be evaluated per administrator/counselor management agreement							

Total: _____ ÷ _____ = _____
Sum of Scores # of items Total Score

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
Area IV INDIRECT SERVICES Implements services through referrals, consultation and collaboration	1. Understands legal and ethical issues as related to appropriately referring students.	Competency not present.	Is unfamiliar with ethical and legal guidelines. Exceeds professional limits and reluctantly uses referral sources.	Is familiar with and follows professional ethical and legal guidelines. Is aware of professional limits and knows how to make appropriate referrals.	Is familiar with and follows professional ethical and legal guidelines, is aware of professional limits, knows how to make appropriate referrals, and continues to develop knowledge of current referral sources.			
	2. Communicates effectively and demonstrates positive interpersonal relationships with all stakeholders.	Competency not present.	Shows minimal effort in consulting and collaborating with stakeholders and struggles to establish positive working relationships.	Consults and collaborates with all stakeholders as requested in a professional, appropriate, and timely manner.	Frequently and pro-actively consults and collaborates with stakeholders as necessary in a professional, appropriate, and timely manner.			
	3. Communicates effectively with diverse populations.	Competency not present.	Has limited understanding of how diversity impacts communications and avoids involvement in issues of diversity.	Understands and accepts the diverse backgrounds of others and how diversity impacts communication. Regularly engages in issues of diversity.	Applies skills that promote inclusiveness and attempts to close achievement and/or opportunity gaps.			
	Comments: * Will not be evaluated per administrator/counselor management agreement							

Total: _____ ÷ _____ = _____
Sum of Scores # of items Total Score

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
<p style="text-align: center;">Area V</p> <p style="text-align: center;">PROGRAM PLANNING AND SCHOOL SUPPORT</p> <p style="text-align: center;">Implements Program Planning and School Support indicators (Program Management, Professional Development, Data Analysis, Fair-share Responsibilities)</p>	1. Manages time to assure delivery of a comprehensive and balanced school counseling program that is consistent with building and district goals.	Competency not present.	Has difficulty managing multiple tasks in a timely manner. Does not seek assistance when needed.	Manages time and multiple tasks effectively. Asks for assistance when needed.	Adjusts easily to managing multiple tasks. Delegates specific tasks when appropriate.			
	2. Implements a plan for continuous professional development.	Competency not present.	Reads materials that are required and meets the minimum hours required for professional development.	Initiates professional development by reading professional articles and participating in at least two counseling-related professional development activities during the year to improve skills.	Belongs to professional associations, reads numerous articles or books about the profession, and participates in more than two professional development activities during the year to improve skills.			
	3. Uses results data (student achievement, attendance and behavior) for program accountability and closing the gap.	Competency not present.	Rarely monitors data that indicate student achievement trends. Rarely uses data for program. Does not monitor data over time.	Regularly identifies data that indicate student achievement trends. Uses data to make program changes. Occasionally monitors data over time.	Frequently identifies and presents to stakeholders data that indicate student achievement trends. Uses data to make program changes or changes in student interventions. Monitors data over time.			
	4. Is actively involved in school improvement initiatives, supports other school programs, and accepts fair share responsibilities.	Competency not present.	Has limited involvement in school improvement initiatives or support for other school programs. Rarely attends after school activities.	Is aware of important school improvement initiatives, participating on committees when asked. Occasionally attends after school activities.	Actively participates on committees and initiatives that facilitate school improvement. Frequently attends after school activities.			
	<p>Comments: * Will not be evaluated per administrator/counselor management agreement</p>							

Total: _____ ÷ _____ = _____
Sum of Scores # of items Total Score

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
Area VI PROFESSIONAL SCHOOL COUNSELOR Maintains a high level of Professional behavior and attitude.	1. Seeks consultation and supervision for continuous professional growth.	Competency not present.	Occasionally asks questions of a basic nature.	Periodically consults with other professionals. Asks questions about procedures. Upon suggestion may observe others as a model to gain new ideas.	Frequently contacts other professionals seeking suggestions and feedback for continuous growth.			
	2. Maintains professional and responsible work habits.	Competency not present.	May not maintain a reliable and consistent work schedule. Inconsistent professional demeanor and attire.	Maintains a reliable and consistent work schedule to accomplish necessary tasks. Consistently displays professional demeanor and attire.	Maintains a reliable and consistent work schedule in order to accomplish tasks, often arriving early and/or staying late. Consistently displays professional demeanor and attire.			
	3. Demonstrates initiative within the department.	Competency not present.	Is rarely willing to take the lead in projects or tasks. When the lead is taken, cannot plan events without direct supervision. Is inconsistent in establishing objectives and/or procedures to reach an established goal.	Periodically takes the lead in assigned projects or tasks. Can establish workable objectives and procedures for tasks which are well-defined and which have set goals.	Frequently takes the lead in projects or tasks which are assigned or self-initiated. Establishes clear goals, objectives, and procedures where needed and can communicate those expectations effectively to all.			
	4. Practices according to the ethical and professional standards and legal guidelines.	Competency not present.	Is unfamiliar with current ethical and legal guidelines.	Understands the legal and ethical constraints in delivering the school counseling program and periodically consults with other professionals in decision-making.	Understands the legal and ethical constraints in delivering the school counseling program and frequently applies those principles and consults with other professionals in decision making.			

* Will not be evaluated per administrator/counselor management agreement

Total the items on this page with the items on the next page as they both pertain to Area VI.

PERFORMANCE AREA	SCHOOL COUNSELOR COMPETENCY	INEFFECTIVE 0 Points	MINIMALLY EFFECTIVE 1 Point	EFFECTIVE 2 Points	HIGHLY EFFECTIVE 3 Points	SCORE		
						NA*	Counselor	Admin
Area VI (Continued) PROFESSIONAL SCHOOL COUNSELOR Maintains a high level of Professional behavior and attitude.	5. Uses written communication that is clear, grammatically correct, and well organized.	Competency not present.	Uses written communication that includes most important points but needs more clarity and organization. Contains grammatical errors.	Uses written communication that clearly explains its purpose, is instructive to its audience, and is error-free.	Uses written communication that is clear, instructive, accurate, and error-free. It maintains a warm but professional style.			
	6. Operates within established procedures, policies, and priorities.	Competency not present.	Is minimally aware of established procedures, policies, and priorities.	Follows established procedures, policies, and priorities. Consults when clarification is needed.	Follows policies and procedures and skillfully applies policies with judgment and compassion.			
	7. Uses technology to enhance program delivery.	Competency not present.	Has limited use of basic technology tools.	Demonstrates fundamental use of technology to communicate, present, and disseminate data/information.	Uses many available forms of technology for the enhancement of the school counseling program and encourages student use of technology in informed decision-making.			
	Comments: * Will not be evaluated per administrator/counselor management agreement							

Total the competencies on p. 8 and this page to evaluate Area VI: _____ ÷ _____ = _____
Sum of Scores # of items Total Score

Summary of School Counselor Performance Evaluation Rubric

Counselor Name: _____ Evaluator Name: _____
Date: _____

Instructions for evaluation:

Step 1: Transfer the Weight Assigned Percentage from the Annual Management Agreement for each area to the summary grid above. The total must equal 100%.

Step 2: Refer to the evaluation rubrics and divide the accumulated points by the number of scored items in each area. Skills labeled NA are not included in the calculations. For example, Area I has 3 skills. If skill #3 were NA, divide the total points earned by 2 for that section.

Step 3: Decide with your principal the extent to which you were successful in meeting your student growth goal. Assign a score of 0-3 (ineffective to highly effective), and place that score in the shaded column.

Step 4: Using the Weight Assigned Percentage as a whole number, multiply it by the Rubric Area Calculated score. Place that product in the final column.

Step 5: Overall Performance Rubric Rating: Total all the areas in the final column and divide the total score by 100 to get a final score. Use the table on the following page to determine the level of counselor effectiveness.

RATING BY AREA	SCORING POINTS		
	Weight Assigned (Percentage) [from Annual Agreement]	Rubric Area Calculated Score	Multiply Percent by area score
AREA I – School Counselor Core Curriculum			
AREA II – Individual Planning			
AREA III – Responsive Services			
AREA IV – Indirect Services (Referrals, Consultation, and Collaboration)			
AREA V – Program Planning and School Support (Foundation, Management, Accountability, and School Support)			
AREA VI – Professional Behavior			
Student Growth Goal	25%		
	100%		/100
			Total score Final Score

Ineffective	0 - .70	
--------------------	----------------	--

Minimally Effective	.71 - 1.65	
Effective	1.66 – 2.60	
Highly Effective	2.61 – 3.00	

Counselor’s over-all status: Cumulative score: _____ is at level: [Circle one]

INEFFECTIVE MINIMALLY EFFECTIVE EFFECTIVE HIGHLY EFFECTIVE

	Unacceptable	Needs improvement	Acceptable
The Counselor attendance was:			
The Counselor personal discipline record was:			

A designation of ‘Unacceptable’ or ‘Needs Improvement’ may generate an additional professional goal for the coming year.

STRENGTHS

GROWTH AREAS

Employee Signature:	Administrator Signature:
Date:	Date:

Note: These ratings have been discussed between the evaluator and the school counselor. The counselor’s signature does not necessarily indicate agreement.

APPENDIX “D”

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition”.**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



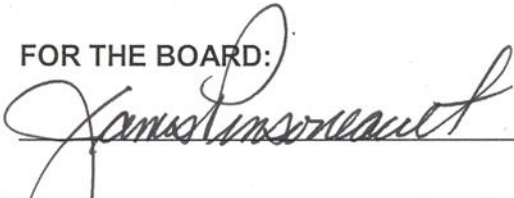
WHD Publication 1420 Revised February 2013

LETTER OF AGREEMENT

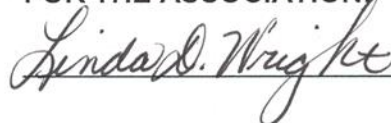
**Clawson Board of Education
and
Clawson Education Association**

The parties agree that the position of Athletic Director shall not be a part of the Clawson Education Association bargaining unit. This shall be effective on July 1, 2002. If it is determined in the future that it should be a part of the bargaining unit again, the two parties will meet to mutually agree upon the return of the position to the bargaining unit.

FOR THE BOARD:


Date: 10-03-08

FOR THE ASSOCIATION:


Date: 10-1-02

LETTER OF AGREEMENT
Between
Clawson Public Schools
and
The Clawson Education Association

CLASS OVERLOAD

If the District is unable to meet the class load specified in the Master Agreement, the teacher will be compensated for the first, second, third, and fourth students that exceed that class load using the following formula:

Teacher Compensation Rate

- A. Salary, excluding longevity
- B. Divided by the number of student days
- C. Divided by the maximum class load per the Master Agreement
- D. Divided by 6 hours per day

Teacher Compensation [for each student]

- E. Multiply rate [from D] by number of overload
- F. Multiply by number of hours per day
- G. Multiply by number of days with overload

Each teacher is to complete the "Class Overload Report" and turn it in the last day of the school year to receive compensation for the overload(s) incurred by the teacher.

This Letter of Agreement will be in effect through August 25, 2010 [concurrent with the Master Agreement].

CLAWSON PUBLIC SCHOOLS
By: James H. Nelson
Date: 5-9-07

CLAWSON EDUCATION ASSOCIATION
By: Linda D. Wright
Date: 5-9-07

WORKSHEET FOR CLASS OVERLOAD

Teacher:	
Grade/Subject:	

A.	Salary	
B.	Divide (÷) by number of school days	
C.	Divide (÷) by 6 hours per day	
D.	Divide (÷) by class load	
E.	Multiply (x) by number of overload	
*F.	Multiply (x) by number of hours per day	
G.	Multiply (x) by number of days with overload	
	AMOUNT DUE	

*Grades 6-12: All of the above [A-E] are the same; F is deleted.

APPROVED:

By: _____
Superintendent/Designee

Date: _____

By: _____
Director of Business Services

Date: _____

