

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

THIS AGREEMENT is entered into this 27th day of June, 2015 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 |
|------------------------|--|

5.03 Longevity:

In 2014-2015, 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. There will be no longevity stipend increases paid during 2013-2014 due to 2011 PA 54; in 2013-2014, eligible employees received the same longevity stipend as received in 2012-2013, if any.

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 \$30.00 per hour (60 minutes). Teachers substituting for any time period shall be paid at amount calculated proportionately on the \$30.00 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 Teachers may select any one of the following pay options. Options should be made by June 10 for the following school year. Requests for change in options by the teachers, after the above date, will be at the discretion of the Board.

OPTION 1: Gross salary is to be divided into 21 equal bi-weekly paychecks, payments beginning the first Friday of the school year.

OPTION 2: Gross salary is to be divided into 26 equal bi-weekly paychecks, payments beginning the first Friday of the school year. In the event that the employee does not have access to online payroll remittances, the Board Office shall mail payroll remittances 22-26 to teacher.

Upon written request to the Superintendent, in the event of demonstrated hardship, paychecks 21-26 may be given to the employee on their last regular pay of the school year.

- 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.

The District reserves the right to implement direct deposit of all payroll for this bargaining unit not later than the first payroll of the 2014-2015 school year. 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:

2013 – 2014 7:40 a.m. – 2:41 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

2014 – 2015 7:40 a.m. – 2:45 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:

2013 – 2014 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)

2014 – 2015 7:40 a.m.– 2:43 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:

2013 – 2014 8:10 a.m.– 3:12 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30 minute duty-free lunch)

2014-2015 8:10 a.m.– 3:15 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 the amount of 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 Association recognizes that from time to time it is necessary to conduct meetings in the area of curriculum and faculty responsibilities. Accordingly there shall be no more than four (4) meetings per month, at the Building Administrator's discretion, not to exceed 60 minutes in length.

Starting Times:

- (1) Staff Meetings: Staff meetings shall begin five (5) minutes after regularly scheduled student dismissal time.
- (2) Joint building meetings shall be at a punctual, mutually agreed upon time.

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 effected 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 believe 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 bargaining unit members 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.

8.18 All extra-curricular positions, such as, but not limited to, those in Schedule "B" shall be offered first to bargaining unit members. Except for members on extra-curricular probation, no teacher shall be released from any extra-curricular programs unless it is for just cause or resignation. The extra-curricular probationary period shall be for one (1) season.

After offering extra-curricular positions to qualified bargaining unit members and the position is not filled, the Board may offer said position(s) to people outside the unit, but in no case shall the pay be more than listed in Schedule "B". In subsequent school years should a qualified member of the bargaining unit desire to apply for an extra-curricular position occupied by a non-bargaining unit member, said member shall be responsible for submitting his/her application to the appropriate building administrator. The bargaining unit member shall apply no less than thirty (30) days prior to the commencement of practice for coaching assignments and prior to the commencement of the school year for other assignments. The aforementioned time limits may be waived by mutual agreement of the parties.

During the school year, bargaining unit members shall be notified of extra-curricular openings. During the summer, appointments to vacant extra-curricular positions shall be made as per paragraph above.

8.19 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.

- 8.20 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.
- 8.21 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.
- 8.22 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.
- 8.23 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.
- 8.24 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).
- 8.25 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.

8.26 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 1.4 days per month to a maximum of fourteen (14) days per year. At the beginning of every year, each teacher shall be credited, in advance, the number of days for that year (14), plus all previously accrued leave. All of 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 AESOP 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 on the basis of 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 becomes eligible for the Long Term Disability policy, he/she no longer will 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.

11.02 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 in the course of 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.

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 bargaining unit member. 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 In order 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 on the basis of 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 bargaining unit members 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 August 26, 2015 and continue in effect until August 25, 2016. 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. Negotiations for a successor contract shall begin after the 2015 November count date and issuance of audit report for the 2014-2015 fiscal year; the parties shall meet twice per month at mutually agreed dates and times.

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

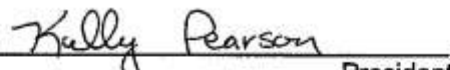
"Board"

By:  _____
President

And:  _____
Secretary

CLAWSON EDUCATION ASSOCIATION (MEA/NEA)

"Association"

By:  _____
President

By:  _____
Secretary or Chief Negotiator

SCHEDULE "A"

Clawson Public Schools Teachers' Salary Schedules

2015-2016
Step & Lane Freeze
Wage Scale on Paper Remains the Same as 2014-2015
(2013-2014 Less 3% Off Schedule Reduction)

| STEP | BA | BA + 20 | MA | MA + 10 | MA + 20 | MA + 30 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|
| 1 | \$ 37,846 | \$ 39,028 | \$ 41,551 | \$ 42,360 | \$ 43,171 | \$ 43,981 |
| 2 | \$ 38,962 | \$ 40,144 | \$ 42,721 | \$ 43,531 | \$ 44,342 | \$ 45,151 |
| 3 | \$ 41,197 | \$ 42,385 | \$ 45,294 | \$ 46,106 | \$ 46,915 | \$ 47,725 |
| 4 | \$ 43,482 | \$ 44,670 | \$ 48,228 | \$ 49,039 | \$ 49,848 | \$ 50,658 |
| 5 | \$ 45,725 | \$ 47,113 | \$ 51,227 | \$ 51,894 | \$ 52,846 | \$ 53,590 |
| 6 | \$ 47,962 | \$ 49,554 | \$ 54,249 | \$ 54,915 | \$ 55,868 | \$ 56,612 |
| 7 | \$ 50,419 | \$ 52,015 | \$ 57,425 | \$ 58,233 | \$ 59,044 | \$ 59,854 |
| 8 | \$ 53,051 | \$ 54,650 | \$ 60,760 | \$ 61,568 | \$ 62,380 | \$ 63,191 |
| 9 | \$ 56,172 | \$ 57,770 | \$ 64,512 | \$ 65,320 | \$ 66,132 | \$ 66,942 |
| 10 | \$ 59,441 | \$ 61,051 | \$ 68,530 | \$ 69,344 | \$ 70,160 | \$ 70,977 |
| 11 | \$ 62,408 | \$ 64,040 | \$ 72,491 | \$ 73,318 | \$ 74,144 | \$ 74,971 |
| Employees receiving Step 10 salary during the 2011-2012 fiscal year: | | | | | | |
| | \$ 63,892 | \$ 65,535 | \$ 74,471 | \$ 75,304 | \$ 76,135 | \$ 76,968 |

- (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.

SCHEDULE "B"
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 |
| | Reserve Assistant Coach | 10.00% | 2,300.00 | 11.00% | 2,530.00 |
| | Freshman Head Coach | 10.50% | 2,415.00 | 11.00% | 2,530.00 |
| | Freshman 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 |
| | 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 |
| | 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 |
| | Freshman Coach | 7.00% | 1,610.00 | 8.00% | 1,840.00 |
| | 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 |
| 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 /8 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 |
| | JV Head 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 |
| | | | | | |
| DRILL TEAM – HS | High School Coach | 7.00% | 1,610.00 | 8.00% | 1,840.00 |
| DANCE CLUB HS | High School Coach | 6.00% | 1,380.00 | 7.00% | 1,610.00 |
| DRILL TEAM MS | Middle School Coach | 2.00% | 460.00 | 2.50% | 575.00 |
| | | | | | |
| 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 |
| | | | | | |
| ROBOTICS | HS Team Leader: Session 1 | 2.50% | 575.00 | 2.50% | 575.00 |
| | HS Team Leader: Session 2 | 2.50% | 575.00 | 2.50% | 575.00 |
| | MS Team Leader | 2.50% | 575.00 | 2.50% | 575.00 |
| | MS Team Leader | 2.50% | 575.00 | 2.50% | 575.00 |
| | Schalm Team Leader | 2.50% | 575.00 | 2.50% | 575.00 |
| | Kenwood Team Leader | 2.50% | 575.00 | 2.50% | 575.00 |
| | | | | | |
| CLASS ADVISORS | Senior Class Advisor | 7.00% | 1,610.00 | 9.00% | 2,070.00 |
| | Junior Class Advisor | 7.00% | 1,610.00 | 9.00% | 2,070.00 |
| | Sophomore Class Advisor | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | Freshman Class Advisor | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | | | | | |
| PLAY PROD. | High School Musical | 3.25% | 747.50 | 3.75% | 862.50 |
| | High School Musical | 3.25% | 747.50 | 3.75% | 862.50 |
| | High School Musical | 3.25% | 747.50 | 3.75% | 862.50 |

| | | | | | |
|--|--|-------|----------|--------|-----------|
| | | | | | |
| MUSICAL PROD. | Schalm Elementary | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | Schalm Elementary | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | Kenwood Elementary | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | Kenwood Elementary | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | | | | | |
| MUSIC – Band | Jazz Band | 2.50% | 575.00 | 3.00% | 690.00 |
| | Wind Ensemble | 9.00% | 2,070.00 | 10.00% | 2,300.00 |
| | Marching Band | 5.00% | 1,150.00 | 6.00% | 1,380.00 |
| | High School Orchestra | 9.00% | 2,070.00 | 10.00% | 2,300.00 |
| | Middle School Orchestra | 3.50% | 805.00 | 4.50% | 1,035.00 |
| | 7 th and 8 th Grade Band | 4.50% | 1,035.00 | 5.50% | 1,265.00 |
| | Color Guard | 2.00% | 460.00 | 2.50% | 575.00 |
| | | | | | |
| MUSIC – Chorus | High School Chorus | 9.00% | 2,070.00 | 10.00% | 2,300.00 |
| | Middle School Chorus | 5.00% | 1,150.00 | 6.00% | 1,380.00 |
| | Show Choir | 7.00% | 1,610.00 | 8.00% | 1,840.00 |
| | | | | | |
| Other Activities | Student Senate – HS | 8.00% | 1,840.00 | 8.50% | 1,955.00 |
| | Student Council – MS | 4.00% | 920.00 | 5.00% | 1,150.00 |
| | Student Council – Schalm | 4.00% | 920.00 | 5.00% | 1,150.00 |
| | Student Council – Kenwood | 4.00% | 920.00 | 5.00% | 1,150.00 |
| | Student Court | 5.50% | 1,265.00 | 6.00% | 1,380.00 |
| | Student Court | 5.50% | 1,265.00 | 6.00% | 1,380.00 |
| | National Honor Society - HS | 4.00% | 920.00 | 5.00% | 1,150.00 |
| | National Honor Society - MS | 2.00% | 460.00 | 3.00% | 690.00 |
| | | | | | |
| PUBLICATIONS | Yearbook – High School | 7.50% | 1,725.00 | 7.75% | 1,782.50 |
| | Yearbook – High School | 7.50% | 1,725.00 | 7.75% | 1,782.50 |
| | | | | | |
| SAFETY PATROL | Schalm | 3.75% | 862.50 | 4.00% | 920.00 |
| | Kenwood | 3.75% | 862.50 | 4.00% | 920.00 |
| | | | | | |
| SERVICE SQUAD | Schalm | 1.50% | 345.00 | 1.50% | 345.00 |
| | Kenwood | 1.50% | 345.00 | 1.50% | 345.00 |
| | | | | | |
| SADD | Advisor – High School | 2.50% | 575.00 | 3.00% | 690.00 |
| | Advisor – Middle School | 2.50% | 575.00 | 3.00% | 690.00 |
| | | | | | |
| SUMMER SCHOOL | | | | | 24.50/hr. |
| | | | | | |
| AP/INDEPENDENT STUDY COORDINATOR | | | | | 1,636.00 |
| | | | | | |
| MME COORDINATOR | | | | | 575.00 |
| | | | | | |
| SUBJECT AREA COORDINATOR - \$1,919.00 stipend + \$1,962.00 – two (2) half days or one (1) full day per semester release time. | | | | | |

The district will post to the membership by June 1 of each year the Schedule B positions that are not filled by bargaining unit members. Bargaining unit members will be given priority status when filling each Schedule B position. Bargaining unit members who hold a Schedule B position(s) will receive a One Hundred Seventy Five Dollar (\$175.00) bonus in addition to the Schedule B stipend for each extra-duty position held during a school year. This will be true for each year of the contract beginning in 2004-2005. The percentages shall be based on \$23,000, with the percentages the same as the 1996-1997/1997-1998 Clawson School District/CEA Collective Bargaining Agreement.

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.

(1) PLAN A:

HEALTH: MESSA Choices II:

\$500/1000 In-Network Deductible MESSA Insurance
 Rx Saver Drug Card
 Out-of-Network Deductible: \$1000/\$2000
 OV/UC/ER Co-Pay: \$20/\$25/\$50

OR

MESSA ABC PLAN 1

With \$1300/\$2600 HSA

The Board shall contribute not more than the following amounts, each month the employee is eligible, to the health plan selected by the eligible employee:

| | |
|------------|------------|
| Single | \$461.55 |
| Two Person | \$1,036.99 |
| Family | \$1,290.18 |

On a monthly basis, the District will contribute up to 1/12th of the above amount remaining, if any, after payment of the ABC Plan 1 monthly premium, to the employee's HSA account.

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.

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

LIFE: Same as Plan A (teacher only)

DENTAL: Same as Plan A (full family)

VISION: Same as Plan A (full family).

**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 employment 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 the MESSA regulations. Should there be a negotiated change in the 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 employee will pay 100% of the Plan B insurances. The Board will pay 100% of the 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 employee will pay 100% 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.

APPENDIX "A"

General Conditions/School Calendars

1. For the term of this Agreement (2013-2014 and 2014-2015) school calendars 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.
2. Furthermore, all calendars shall meet the necessary requirements of the State of Michigan.

CLAWSON PUBLIC SCHOOLS – 2015-2016 School Calendar

| School Hours: | High School: 7:45 am-2:40 pm | Middle School: 7:45 am-2:38 pm | Elementary: 8:15 am-3:10 pm |
|---------------------|------------------------------|--|-----------------------------|
| SEPTEMBER | | | |
| September 2 | Wednesday | First Day for Teachers (1/2 day AM room prep) Schalm Curriculum Night Grades K-2 | |
| September 3 | Thursday | Professional Development Day for Teachers Schalm Curriculum Night Grades 3-5 | |
| September 8 | Tuesday | FIRST DAY of SCHOOL for STUDENTS; Half Day AM for all students Dismissal: HS and MS 12:00 pm / Elementary 11:25 am | |
| September 9 | Wednesday | Half Day AM K-5 – Dismissal 11:25 am; Full day HS and MS | |
| September 10 | Thursday | Kenwood Curriculum Night Grades K-5 | |
| September 15 | Tuesday | Middle School Curriculum Night | |
| September 16 | Wednesday | High School Curriculum Night | |
| OCTOBER | | | |
| October 15 | Thursday | HS and MS Parent Teacher Conferences: 3:00-5:30 pm and 6:00-8:30 pm | |
| NOVEMBER | | | |
| November 3 | Tuesday | NO SCHOOL for STUDENTS; Professional Development Day for Teachers | |
| November 6 | Friday | End of 1st marking period MS and HS | |
| November 24 | Tuesday | Half Day AM K-5 – Dismissal 11:25 am; End of 1 st marking period K-5; Full day HS and MS | |
| November 25 thru 27 | Wed thru Fri | NO SCHOOL; Thanksgiving | |
| DECEMBER | | | |
| December 9 | Wednesday | Elementary Parent Teacher Conferences-evening | |
| December 10 | Thursday | Half Day AM K-5 – Dismissal 11:25 am; PM Elem. Parent Teacher Conferences – afternoon and evening / Full Day HS and MS | |
| Dec 21 thru Jan 1 | Mon thru Fri | NO SCHOOL; Winter Recess | |
| JANUARY | | | |
| January 4 | Monday | School Resumes | |
| January 18 | Monday | NO SCHOOL; Martin Luther King Jr. Day | |
| January 27 | Wednesday | Half Day AM HS/MS students (exams in AM) dismissal 11:30 am; Full Day K-5 | |
| January 28 | Thursday | Half Day AM HS/MS students (exams in AM) dismissal 11:30 am; Full Day K-5 | |
| January 29 | Friday | Half Day AM HS/MS students (exams in AM) dismissal 11:30 am; Full Day K-5 End of 2nd marking period and first semester MS and HS | |
| FEBRUARY | | | |
| February 15 thru 19 | Mon thru Fri | NO SCHOOL; Mid-winter recess | |
| February 22 | Monday | School Resumes | |
| MARCH | | | |
| March 10 | Thursday | MS/HS Parent-Teacher Conferences: 4-6:30 pm | |
| March 11 | Friday | Half Day K-5 – Dismissal 11:25 a.m. / End of 2nd marking period; Full day HS and MS – | |
| March 23 | Wednesday | Elementary parent-Teacher Conferences evening | |
| March 24 | Thursday | Half Day AM for K-5 / PM Elem. Parent Teacher Conf. afternoon & evening; Full day HS and MS | |
| March 25 | Friday | NO SCHOOL; Good Friday | |
| APRIL | | | |
| April 1 | Friday | Half Day K-5 Dismissal 11:25 am/Full Day HS and MS | |
| April 4 thru 8 | Mon thru Fri | NO SCHOOL; Spring Recess | |
| April 11 | Monday | School Resumes | |
| April 12 | Tuesday | HS SAT 11 th graders only; No School Grades 9, 10 & 12; full day K-8 | |
| April 13 | Wednesday | AM: HS Work Keys 11 th graders only; PM: All HS students attend 10:54am-2:40 pm ; full day K-8 | |
| April 15 | Friday | End of 3 rd marking period MS and HS | |
| MAY | | | |
| May 27 thru 30 | Fri and Mon | NO SCHOOL; Memorial Day recess | |
| May 31 | Tuesday | School Resumes | |
| JUNE | | | |
| June 15 | Wednesday | Half Day AM HS and MS students (exams in AM) – dismissal 11:30 am; full day K-5 | |
| June 16 | Thursday | Half Day AM HS and MS students (exams in AM) – dismissal 11:30 am; full day K-5 | |
| June 17 | Friday | Half Day AM for all students Dismissal HS and MS 11:30 am / Elementary 11:25 am Last Day of School – End of 3rd marking period K-5/End of 4th marking period HS and MS | |

Total Student Days: 175 (Grades 9, 10, and 12); Total Student Days: 176 (Grades K thru 8, and 11); Total Teacher Days: 179

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

**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 no 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 |
| 4F | Showing professionalism, including integrity and maintaining confidentiality | Therapist 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 | Therapist displays high standards of honesty, integrity and confidentiality in interactions with colleagues, students and the public and advocates for students when needed | Therapist is honest in interactions with colleagues, students, and the public, plays a moderate advocacy role for students, and does not violate norms of confidentiality | Therapist displays dishonesty in interactions with colleagues, students, and the public and violates principles of confidentiality |

**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 is 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 ins 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 |

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 reintroduction 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 N. 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: _____ | Date: _____ |
| Superintendent/Designee | |
| By: _____ | Date: _____ |
| Director of Business Services | |

CLASS OVERLOAD REPORT

| |
|----------|
| Teacher: |
|----------|

| # in Class | Building | Grade Elem. | Class MS/HS | Date overload Occurred | Last Day with Overload | Comments |
|------------|----------|-------------|-------------|------------------------|------------------------|----------|
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APPROVED BY: _____ Date _____
 _____ Date _____
 Principal's Signature

Teacher's Signature _____ Date _____