

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



2009-2010
2010-2011
2011-2012
2012-2013

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

This Agreement entered into this **10th day of January 2011**, by and between the Board of Education of Clawson Public Schools, Michigan, Oakland County, hereinafter called the “Board”, and the Clawson Paraprofessional Association/MEA-NEA hereinafter called the “Association”.

WITNESSETH:

WHEREAS, The Board and the Association have a statutory obligation, pursuant to Act 379 the Michigan Public Acts of 1965, to bargain reasonably with each other with respect to hours, wages, terms and conditions of employment of the Association; and

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

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

ARTICLE I

RECOGNITION

- 1.1 The Board hereby recognizes the Association as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 432.201 et seq., MSA 17.455 (1) et seq., (PERA), for all full-time and part-time non-probationary members who are on leave. The bargaining unit shall include, but not be limited to, all paraprofessional support staff and pre-school teachers. The paraprofessional support staff shall be collectively referred to as Unit A and the pre-school teachers shall be referred to as Unit B.
- 1.2 Use of the term “employee” or “bargaining unit member” when used hereinafter in this Agreement shall refer to all members of the above-defined bargaining unit.
- 1.3 A “temporary employee” will be defined as an employee hired for less than 60 days to perform a specific job function. The Board will notify the Association President in writing, when a temporary employee is hired. The notice will include the name of the employee, general duties, and the expected duration of the assignment.

ARTICLE 2

MEMBERS' RIGHTS

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

2.2 Financial Information:

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

2.3 Review of Personnel File:

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

2.4 Copies of the Agreement:

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

2.5 Association Business:

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

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

ARTICLE 3

BOARD'S RIGHTS

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

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

ARTICLE 4

CLASSIFICATION, DAYS OF WORK, AND VACATION SCHEDULE

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

UNIT A

PARAPROFESSIONALS

Paraprofessional I
Special Education Aides Teacher Aides Operational Support
Paraprofessional II
Elementary Lunch Monitors Bus Driver Aides
Paraprofessional III
Aides in the ASD Center Program

UNIT B

PRE-SCHOOL TEACHERS

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

4.3 Assignments

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

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

Bargaining unit members work under the direct supervision of certified staff and the building administrator and therefore, should not be scheduled for duty in the

absence of a supervising teacher without specified administrative approval. The exception to the above is, of course, routine absences of the supervising staff person. In this instance, the bargaining unit members work the normally scheduled time under the supervision of the substitute teacher.

In all cases, bargaining unit members will be notified of their assignments and reporting dates no less than two (2) weeks after the opening of school each year. Also, the Association President shall receive a listing of all assignments after the Fourth Wednesday count.

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

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

4.4 Standard Work Week:

Unit A: The standard workweek for employees in Unit A shall consist of five (5) consecutive standard workdays, Monday through Friday. Hours per day will be determined by classification and include two 15 minute paid breaks for anyone working six and one-half (6.5) hours per day and for any one working three and one-half (3.5) hours per day, will also include one 30 minute unpaid lunch break. Employees working an average of thirty two and one-half (32.5) hours in a week will be considered full time.

Unit B: The standard workweek for employees in Unit B shall be as many hours and days as may be assigned by the Employer, but not more than eight (8) hours per day, five (5) days per week. Employees working an average of thirty two and one-half (32.5) hours in a week will be considered full time.

4.5 Work Year:

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

If an employee is hired between July 1 and December 31, the employee will be given a step increment the following July. If an employee is hired after January 1, but prior to June 30, the step increment will be given the July one year following the employee's anniversary date or the second July of employment.

ARTICLE 5

HOLIDAYS

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

1. Independence Day, if working the day before and the day after
2. Labor Day
3. Thanksgiving Day
4. Day following Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Good Friday
10. Easter Monday
11. Memorial Day

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

ARTICLE 6

OVERTIME – COMPENSATORY TIME

6.1 Guideline For Overtime Or Compensatory Time:

All overtime will be voluntary to the extent necessary to meet the needs of the district. Overtime will be based on seniority and specific skills to complete the required task.

6.1.01 All hours worked over 40 hours per week at time and one-half

6.1.02 All hours worked on Saturday at time and one-half

6.1.03 All hours worked on Sunday at time and one-half

6.1.04 All hours worked on a specified holiday at double time

6.2 Distribution of Overtime:

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

6.3 Approval of Overtime:

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

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

ARTICLE 7

ASSOCIATION RIGHTS

7.1 Conditions of Employment:

Each bargaining unit member shall, as a condition of employment:

- 7.1.01** Join the Association on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, or
- 7.1.02** Pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedure adopted pursuant to that policy. The service fee shall not exceed the amount of union dues collected from union members. The bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, on a monthly basis no later than ten (10) days following deduction.

7.2 Objections Policy:

Pursuant to Chicago Teachers Union v Hudson, 106s Ct. 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

7.3 Dues Deduction:

Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment

authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Board shall deduct one-tenth of such dues assessments and contributions from the regular salary checks of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

7.4 Payroll Deduction:

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

ARTICLE 8

VACANCIES – PROMOTIONS – TRANSFERS

8.1 Position Vacancy:

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

8.1.01 Description of open position

8.1.02 Location of position

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

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

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

8.3 Transfers:

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

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

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

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

8.4 Probationary Period:

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

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

8.5 Layoff and Recall:

8.5.01 Layoff:

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

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

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

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

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

8.5.02 Recall:

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

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

8.5.02.2 The time a laid-off employee shall be subject to recall shall be their length of service at the time of layoff or two (2) years, whichever is longer.

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

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

8.5.02.3 The time a laid-off employee shall be subject to recall shall be their length of service at the time of layoff or two (2) years, whichever is longer.

ARTICLE 9

LEAVES OF ABSENCE – PAID

9.1 Sick Leave:

- 9.1.01** At the beginning of each work year, bargaining unit members shall be credited with fifteen (15) days of sick leave, the unused portion of which shall accumulate from year-to-year to a maximum of one hundred eighty (180) days. Upon leaving the district, an employee will be compensated at Twenty and 00/100 Dollars (\$20) per day for sick days accumulated.
- 9.1.02** If an employee changes job classifications, accumulated sick leave shall be carried to the new job classification on a pro-rated basis, i.e., if a two (2) hour employee moved to an eight (8) hour position, the sick leave accumulation carried to the new position would be 2/8 times the number of days of accumulation as a two (2) hour employee (2/8 x 16 sick days accumulation = 4 sick days accumulation).
- 9.1.03** Sick leave may be used by the employee for illness, injury, or disability, which prevents the employee from being able to perform the duties of his/her position.
- 9.1.04** Employee may use up to five (5) sick leave days per occurrence to attend to serious illness, injury, or disability of a member of the employee's immediate family (mother, father, step-parent, sister, brother, children, step-children, spouse, mother-in-law, or father-in-law).
- 9.1.04.1** From these five (5) sick leave days, a maximum of three (3) days may be used for bereavement leave of the employee's immediate family (mother, father, step-parent, sister, brother, children, step-children, spouse, mother-in-law, or father-in-law), and a maximum of two (2) days may be used for bereavement leave of employee's other family members.
- 9.1.04.2** One (1) sick day shall be granted for attendance at the funeral service of a non-family member.
- 9.1.04.3** A bargaining unit member may donate up to two (2) days of sick leave for use by another bargaining unit member in accordance with this Article.

- 9.1.05** The Board/Superintendent may require that any bargaining unit member applying for use of sick leave exceeding three (3) consecutive working days procure a doctor's certification of illness, injury, or disability for the days absent.
- 9.1.06** The Board/Superintendent may, at any time, require any bargaining unit member who is chronically absent, to submit to a physical and/or mental examination by an appropriate practitioner selected by the Board for purposes of verifying the bargaining unit member's eligibility for leave or return from leave under this Agreement, or to verify the bargaining unit member's ability to successfully perform his/her assignment. The Board shall pay for such examination. If there is a disagreement in diagnosis between the Board's doctor and the bargaining unit member's doctor, a third doctor shall be mutually selected to evaluate the employee's condition. The Board shall pay for all expenses for said evaluations/examinations.
- 9.1.07** Reporting Procedure: Absences shall be reported to the bargaining unit member's immediate supervisor at least two (2) hours before the employee's scheduled starting time, except in case of an emergency. Should the employee know that the absence will continue beyond two (2) or more consecutive days, the bargaining unit member shall notify his/her immediate supervisor to this effect before the end of the first such day, and each succeeding day of absence thereafter.
- 9.1.08** In cases where the bargaining unit member receives wage continuation benefits through Workers' Compensation and/or any disability income protection plan funded by the district, the bargaining unit member shall be limited to the benefits received through Workers' Compensation and/or disability income protection insurance. In such case, the employee may not utilize sick leave.
- 9.1.09** If an employee acquires a communicable disease (mumps, chicken pox, scarlet fever, measles, conjunctivitis, head lice) through their contact with students, such time absent from work shall not be considered to reduce the member's sick day allowance for the first two (2) days, provided a physician's written verification is received by the Board.

9.2 Personal Business Days:

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

employment. The only obligation of the employee is to fill out an Absence Form requesting personal business days to be approved by the immediate supervisor and the superintendent. A fifth personal business day may be granted, if warranted, at the discretion of the superintendent. Request for use of personal business leave indicating the circumstances necessitating its use must be made at least seventy-two (72) hours in advance to the bargaining unit member's immediate supervisor, except in the case of an emergency. Personal business days are not to be used to extend a vacation, holiday, or weekend, for recreational purposes, or ventures for profit from personal services. Personal business leave may not be taken immediately before or after a school holiday or vacation.

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

9.4 Jury Duty:

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

9.5 Military Leave:

Any employee who may enlist or be drafted into the Armed Services of the United States for service shall be granted a leave of absence. Employee shall be reinstated in the school system as soon as employee returns and will be put on the current salary schedule including the annual increments for the time spent in the military service.

The applicant's request for reinstatement must be accompanied by proof that the employee is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days from date of honorable discharge.

9.6 Voluntary Leave:

An employee who has served in the Clawson Public Schools ten (10) or more years may be granted a leave of absence for personal reasons without pay upon written request, providing that leave shall not exceed a period of one calendar year.

Time spent on voluntary leave of absence shall not be credited toward salary increments or seniority. The applicant's request for reinstatement must be accompanied by proof that the employee is fully qualified to perform the duties. The application for reinstatement must be made within ninety (90) days of the beginning of the school year in which employee wishes to return to service.

Upon application for reinstatement and accompanying proof that employee is fully qualified to perform the duties, the employee will be given consideration for the first vacant position for which employee is qualified.

9.7 Involuntary Leave:

The Superintendent may request in writing a physical or mental examination for any employee of the staff whenever in his judgment such action is required for the best interests of the school district. Such written request may be made by the superintendent as often as deemed essential to the physical or mental welfare of the individual involved.

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

Upon receipt of two favorable opinions of the physicians involved, the staff employee will be considered for reinstatement. If reinstatement is granted, the employee shall be placed in the first available opening for which employee is certified and qualified.

9.8 Maternity Leave:

The employee who is pregnant shall notify the Board in writing prior to her fifth (5th) month of pregnancy and request one of the following two leave provisions from the Board:

Option 1: The pregnant employee shall be able to perform her duties until such time as her physician states that she is unable or should not continue to perform her duties. Secondly, she shall return to her duties as soon as the employee's health permits as determined by a physician. The Board may request from the employee from time to time a report on the condition of her health.

Option 2: The maternity leave shall start at a time requested and shall continue in effect until the first or second September after the granting of the leave; provided, however, that any employee on leave may request in writing that she be returned to service at an earlier date, and she shall be returned to service if a position is available and if a position is not available, she shall be returned to service when the next position becomes available.

In the event of a termination of pregnancy other than a live birth, the employee may return as soon as the physician shall permit or if the member is already on leave under Option 2, she shall return to the first available opening she is qualified to perform.

Employee may use accrued sick leave for maternity leave purposes.

If any provisions of this Section 9.9 shall be contrary to any Federal or State law or reported court decision, then in such event, the parties hereto shall agree on the necessary modification so as to make such invalid provision conform to such law or court decision.

9.9 Emergency School Closing:

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

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

ARTICLE 10

LEAVES OF ABSENCE – UNPAID

10.1 Length and Eligibility:

10.1.01 Length: Leaves of absence without pay or benefits, not to exceed one (1) year, shall be granted without loss of seniority, with accrual of seniority during the leave, upon written request to the Board.

10.1.02 Eligibility: Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee, except in cases of health or military leave.

10.2 Reasons for Leaves of Absence are as follows:

10.2.01 Infant Childcare Leave: Infant childcare leave will be granted in accordance with Section 10.1 of this Article, and the provisions of FMLA.

10.2.02 Health Leave: Provided a physician's written verification is received by the Board, a health leave without pay shall be granted for prolonged illness in the immediate family, or of employee. See Article 9 for definition of immediate family.

10.2.03 Other Leaves: Leaves for other purposes may be granted at the discretion of the Board upon written request, to include, but not be limited to:

10.2.03.01 Service in a governmental agency.

10.2.03.02 Members of the Association elected to Local Association positions or selected by the Association to do work which takes them from their employment with the Board shall at the written request of the Association receive temporary leaves of absence without pay for periods not to exceed one (1) year or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority. The Board may approve an extension of such leave not to exceed one (1) year.

10.2.03.03 Educational leave.

10.2.03.04 Supervisory responsibilities.

ARTICLE 11

RETURN FROM LEAVE OF ABSENCE

11.1 Return From Leave of Absence:

- 11.1.01** When an employee's health permits his/her return, he/she shall make his/her request known in writing to the Board and will submit a statement from a physician of the employee's fitness for work. In the event there is a question of the employee's fitness to return to work, the Board has the right to request an examination at the Board's expense.
- 11.1.02** An employee returning from an approved leave of absence shall be reinstated to the position and classification he/she held when the leave began, if available.
- If a Unit A employee's position is not available, employee will be assigned to the least senior position in a Unit A position for which he/she is certified and qualified to fill.
- If a Unit B employee's position is not available, employee will be assigned to the least senior position in their unit for which he/she is certified and qualified to fill.
- 11.1.03** An employee returning from a leave of absence of ninety (90) working days or less, shall be required to notify the Board in writing, of his/her intent to return at least thirty (30) calendar days prior to the date of his/her return.
- 11.1.04** An employee wishing to return from a leave of absence of more than ninety (90) working days shall be required to notify the Board in writing of his/her desire to return, at least sixty (60) calendar days prior to the date of his/her return, or to request an extension, or to submit a resignation; otherwise, the employee's employment with the district will be considered terminated.
- 11.1.05** Any employee who leaves employment in the school district to perform active services in the Armed Forces of the United States is entitled to re-employment rights in the position he/she vacates, or one of like status, in accordance with Section 9.5.

ARTICLE 12

COMPENSATION

12.1 Salary Schedule:

The salaries of employees covered by this agreement are set forth in “Schedules A-1 and A-2” which is attached to and incorporated in this Agreement. Such salaries shall remain in effect during the term of this Agreement, and any extension thereof, provided, however, that upon written notice to the other party on or before May 1 of each year of this Agreement, or any extension thereof, the re-opening of negotiations of such salary schedule may be requested.

12.2 Salary Installments:

Employees shall receive their annual salary in twenty-one (21) installments.

12.3 Cash In Lieu:

Full-time employees shall be paid Cash In Lieu as set forth in “Schedule B”. Employees who are less than full-time will receive a prorated amount. Cash In Lieu shall be added to Employee’s base salary.

12.4 Longevity Pay:

Full-time employees shall be paid Longevity for years of service completed as set forth in “Schedule C”. Employees who are less than full-time will receive a prorated amount. Longevity shall be added to Employee’s base salary.

ARTICLE 13

GRIEVANCE PROCEDURES

13.1 Definitions:

- 13.1.01** A "grievance" is a claim based upon an event or condition that allegedly affects the conditions or circumstances under which an employee works, allegedly caused by a misinterpretation or an inequitable application of the terms of this Agreement.
- 13.1.02** The term "employee" includes any individual or group of personnel employed by the Board and who are covered by this Agreement.
- 13.1.03** The term "day" shall be interpreted as meaning a working school day, unless otherwise stipulated.

A grievance may be withdrawn at any level without prejudice.

13.2 Purpose:

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

13.3 Hearing Levels:

- 13.3.01** **Informal Level:** When a bargaining unit member(s) believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Association shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Association shall be notified and a representative thereof may be present with the bargaining unit member at such meeting. Said meeting shall be held within five (5) days of the request for said meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she or the Association may formalize the complaint.
- 13.3.02** **Formal Level 1:** If a complaint is not resolved at the informal level, the complaint may be formalized in writing (See "Schedule D") within eight (8) working days of the meeting between the supervisor(s) and the affected bargaining unit member(s). A copy of the grievance shall

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

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

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

13.4 Miscellaneous Conditions:

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

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

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

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

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

13.4.05 For the purpose of assisting a bargaining unit member or the Association in the prosecution or defense of any contractual, administrative or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative, usually the executive director, access to and the right to inspect and acquire copies of personnel files and any other files or records of the Board which pertain to an affected bargaining unit member or any issue of the proceedings in question.

13.5 Miscellaneous:

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

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

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

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

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

ARTICLE 14

STRIKES AND LOCK-OUTS

14.1 Strikes:

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

14.2 Lock-outs:

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

ARTICLE 15

DISCIPLINE AND DISCHARGE

15.1 Just Cause:

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

15.2 Discipline:

Disciplinary action or measures shall include the following:

- | | |
|----------------|-------------------|
| 15.2.01 | Oral reprimand |
| 15.2.02 | Written reprimand |
| 15.2.03 | Suspension |
| 15.2.04 | Discharge |

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

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

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

15.4 Rights to Representation:

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

ARTICLE 16

EVALUATIONS

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

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

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

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

16.05.04 The evaluation instrument will also contain the following information:

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

16.6 Employee's signature on the evaluation instrument denotes receipt thereof. It is understood that Employee has the right to submit a rebuttal statement that will be attached to the evaluation document before it is placed in Employee's personnel file.

ARTICLE 17

MISCELLANEOUS

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

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

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

17.4 Individual Agreement:

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

17.5 Building Policy:

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

17.6 Severability:

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

17.7 Protection of Members:

17.7.01 Any case of physical assault upon a member while in the course of his/her employ shall be promptly reported to the Board or its designated representative. Providing the member was acting within

the scope of his/her duties and authority and at the request of the member involved, the Board will provide the appropriate support to advise the employee of his/her rights and obligations with respect to such assault.

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

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

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

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

17.8 Application for Athletic Positions:

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

ARTICLE 18

TERMINATION OF CONTRACT

This Agreement shall be effective as of July 1, 2009, and shall remain in full force and effect until June 30, 2013. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date but shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands to this instrument this _____ day of _____, 2011.

**CLAWSON PARAPROFESSIONAL
ASSOCIATION/MEA-NEA**

**BOARD OF EDUCATION OF
CLAWSON PUBLIC SCHOOLS**

MEA/NEA Representative

Board President

President

Board Secretary

“SCHEDULE A-1”

The Clawson Paraprofessional Association/MEA/NEA

SALARY SCHEDULE

UNIT A – PARAPROFESSIONALS

PARAPROFESSIONAL I				
SALARY STEPS	2009-2010	2010-2011	2011-2012	2012-2013
1	10.29+	10.29	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease
2	11.05	11.05		
3	11.76	11.76		
4	12.50	12.50		
5	13.26	13.26		
			STEP FREEZE	STEP INCREASE

PARAPROFESSIONAL II				
SALARY STEPS	2009-2010	2010-2011	2011-2012	2012-2013
1	9.85	9.85	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease
2	10.34	10.34		
3	10.85	10.85		
4	11.34	11.34		
5	11.86	11.86		
			STEP FREEZE	STEP INCREASE

PARAPROFESSIONAL III				
SALARY STEPS	2009-2010	2010-2011	2011-2012	2012-2013
1	13.53	13.53	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease
2	14.61	14.61		
3	15.64	15.64		
4	16.72	16.72		
5	17.86	17.86		
			STEP FREEZE	STEP INCREASE

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

UNIT B – PRE-SCHOOL TEACHERS

Degree	2009-2010	2010-2011
CDA	17.85	17.85
Associates Degree	18.87	18.87
Bachelors Degree	19.38	19.38
BA + ZA endorsement	19.89	19.89
BA + ZA + 20 endorsement	20.40	20.40

2011-2012	2012-2013
If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease	If unrestricted revenues increase on a sliding scale: By 4% = 1% increase By 3% = .75% increase By 2% = .50% increase By 1% = .25% increase Rate FREEZE if revenues stay the same or decrease

***The 2% increase for 2009-2010 will be paid to Unit A and Unit B employees retroactively.**

UNITS A & B

”Current” full-time employees refer to employees who are currently employed as of the date this Agreement is ratified. Current employees who are less than full-time will receive a prorated amount.

“SCHEDULE B”

The Clawson Paraprofessional Association/MEA/NEA

CASH IN LIEU

**UNIT A – PARAPROFESSIONALS
UNIT B – PRE-SCHOOL TEACHERS**

2009-2010	2010-2011	2011-2012	2012-2013
\$2,000	\$2,000	\$2,100	\$2,200

These amounts represent amounts to be paid to full-time employees.
Employees who are less than full-time will receive a prorated amount.

***The cash in lieu increase of \$100 for 2009-2010 will be paid to Unit A and Unit B employees retroactively.**

“SCHEDULE C”

The Clawson Paraprofessional Association/MEA/NEA

LONGEVITY PAY

**UNIT A: PARAPROFESSIONALS I, II, and III
UNIT B: PRE-SCHOOL TEACHERS**

Years of Service	Amount
15	\$300
20	\$350
25	\$400
30	\$500

These amounts represent amounts to be paid to full-time employees. Employees who are less than full-time will receive a prorated amount.

"SCHEDULE D"

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

GRIEVANCE REPORT FORM

Grievance No.: _____

Building:	
Assignment:	
Name of Grievant:	
Date Filed:	

FORMAL LEVEL I

{File with appropriate administrator/supervisor}

Date Cause of Grievance Occurred: _____

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

B. Statement of grievance:

C. Relief sought:

Signature

Date

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

Signature Date

E. Position of Grievant/Bargaining Unit:

Signature Date

FORMAL LEVEL II

{Superintendent}

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

Signature Date

B. Position of Grievant/Bargaining Unit:

Signature Date

FORMAL LEVEL III

{Arbitration}

A. Date submitted to arbitration: _____

Signature Date

“SCHEDULE E-1”

The Clawson Paraprofessional Association/MEA/NEA

EVALUATION FORM – UNIT A

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

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

SUPERVISOR: _____ ***EMPLOYEE:** _____
Dated Dated

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

“SCHEDULE E-2”

The Clawson Paraprofessional Association/MEA/NEA

EVALUATION FORM – UNIT B

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

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

SUPERVISOR: _____ Dated _____ *EMPLOYEE: _____ Dated _____

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

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