PROFESSIONAL AGREEMENT

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

January 1, 2026 – June 30, 2028

South Oakland
Districts Association

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Professional Agreement Between the

CLAWSON BOARD OF EDUCATION

and the

CLAWSON EDUCATION ASSOCIATION, MEA/NEA

THIS AGREEMENT is entered into this 18th day of May, 2026 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 predominantly 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 conditions 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
School Social Workers
Permanent Substitutes Employed by the District
Early Childhood Special Education Teacher
Early-On Teachers
Speech and Language Pathologists
District Behavior Specialists/BCBA
Guidance Counselors
Advising or Critic Teachers
Librarians / Media Specialists
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.

If 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 lowest rate for BA.

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.
Bargaining Unit Member:	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 bargaining unit 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 bargaining unit members 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 bargaining unit member 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 bargaining unit member shall be required to wear or be 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 bargaining unit members or law. Other deductions may be arranged by mutual agreement between the Board and the Association.

3.04 Just Cause: No bargaining unit member 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, bargaining unit members 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 bargaining unit member. The private and personal life of any bargaining unit member is not the appropriate concern or attention of the Board unless it affects performance as an educator.

3.06 Annexation: If 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), bargaining unit members 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 bargaining unit member 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 bargaining unit member shall be entitled to have an Association Representative present. If a bargaining unit member 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/her designee, will meet with the Administrator as soon as possible.

All reprimands, warnings, and/or disciplining of a bargaining unit member 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 bargaining unit member 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 bargaining unit member, copies of all materials entered in either personnel file shall be given to the bargaining unit member within ten (10) days.

Bargaining unit members 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 bargaining unit member to accompany during such a review.

Bargaining unit members 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 bargaining unit member 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 bargaining unit member shall be promptly notified upon completion of the investigation.

3.12 The amount of dues deduction will be calculated by dividing the annual dues by the number of pay dates between the first pay date in September and the last pay date in June inclusive. An adjustment for any additional fraction of the annual dues will be deducted from the last pay in June. The deduction will be made on each pay date between the first pay date in September and the last regular pay date in June inclusive. Remittance to the CEA by the Board of such deductions shall be on a monthly basis, and shall be accompanied by a CEA membership printout list. Deductions for bargaining unit members employed after the commencement of the school year shall be appropriately prorated to complete payments by the following June. Any assessments shall be deducted and remitted to the Association when authorized in writing by the CEA President or Executive Director, within two weeks of said Association authorization. The Board will furnish the CEA monthly, at its principal office, the name and building assignment of all bargaining unit members hired, terminated, or otherwise removed from the payroll.

3.13 Progressive Discipline: A program of progressive discipline shall be followed. When progressive discipline is engaged, the bargaining unit member will be advised of the step of progressive discipline by the Administrator and the Association will be notified. The following progression of discipline shall be followed prior to the imposition of any other discipline on any member of the bargaining unit:

1. Coaching/verbal warning, which has been documented with the bargaining unit member and the Association, then
2. Written warning, then
3. Written warning with training provided (at District expense), then
4. Suspension without pay
5. Dismissal/Separation

The parties agree that there may be cases that relate to progressive discipline that require escalation to a higher step that could include:

- Child endangerment
- Danger to the school community
- Other unprofessional conduct as defined by law

Letters of discipline are expunged from an employee's file based on the following two-level system:

Level 1 covers any employee behavior that is considered counter to the educational environment and the running of daily operations. Letters for this behavior shall be expunged after seven (7) years from both the Building and Central Office personnel files. Repetition of this type of behavior within the seven-year period constitutes a pattern.

Level 2 covers any employee behavior that is considered to be egregious and undermines the safety of children placed in the member's care. Letters of this type of behavior shall not be removed from the bargaining unit member's personnel file (Building/Central Office).

This does not in any way affect or impede Section 3.10.

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. For Schedule A, steps shall advance on January 1, 2026 and on July 1, 2027. For the 2027 – 2028 school year. steps will commence on the first day of work. For each step, the bottom will drop off, and a new step is added to ensure the salary schedule remains a twenty (20) step scale. The salary schedules shall remain smooth.

On July 1, 2026 two (2) percent shall be added to Schedule A.
On July 1, 2027 one (1) percent shall be added to Schedule A.

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:

January 1, 2026 – June 30, 2026 2026 – 2027 2027 – 2028	Annual Salary divided by Number of Teacher Work Days

5.03 Longevity:

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

Years of Service	Amount
5 – 9 years	$650
10 – 14 years	$850
15 – 19 years	$1,050
20 – 24 years	$1,250
25+ years	$1,450

Years of service will be based on the seniority list.

Longevity shall be spread over the payrolls in the academic school year. If a bargaining unit member’s year of service to the District ends in June on a

number that results in a higher rate of pay consistent with the table in 5.03, the difference shall be paid in the first payroll of July.

It is also understood that longevity for the 2025-2026 academic school year shall be paid out on a prorated basis since the contract begins in the midst of FY ’26.

5.04 Compensatory Time (“Comp. Time”) and Summer School Rate:

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).

(1) Teachers shall be paid a rate of $36.00 per hour (60 minutes) beginning January 1, 2026, $37.00 per hour beginning June 15, 2026 and $38.00 per hour beginning June 15, 2027. Teachers substituting for any time period shall be paid at amount calculated proportionately on the per hour (60 minutes) base rates previously listed.

(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.

"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 carry up to 13 hours of comp time for up to twelve (12) months.

"Comp. Time" cannot be used during the first or last week of each school year unless the building administrator gives prior approval.

Summer School Rate progression shall follow 5.04.1.

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

business days). Teachers will be paid on the 10th and 25th of each month (or the immediately-preceding business day, if the 10th or 25th is a non-business day).

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

Pay shall be by direct deposit.

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.

5.08 Any school year bargaining unit member 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.

5.09 Attendance Incentive

Staff who are not absent or absent the portion(s) listed below, excluding a Documented Medical Illness (DMI), FMLA, School Business, Religious Holidays and Bereavement will receive the following bonuses:

- 0 – 0.49 Days missed: $750.00
- 0.5 - 1 Days missed: $500.00
- 1.1 - 2 Days missed: $250.00

These bonuses will be paid on the second payroll of July.

A DMI shall be defined as a medical event in which the employee is required by the District to remain at home (by way of example, mumps, strep, or other communicable diseases). See also, Board of Education Policy 8451. A doctor's note obtained for the purposes of a DMI must include a diagnosis.

5.10 Recognition of Outside Experience

The Board may grant up to fourteen (14) steps for outside certified experience.

5.11 Recognition of Experience for Retiree Educators

The Board may grant up to ten (10) steps for certified experience for retirees under Michigan ORS.

5.12 ASD Center Program Stipend

Beginning in the 2026-2027 school year, the District will provide an annual stipend of up to one thousand dollars ($1,000) for ASD bargaining unit members assigned .80 or greater FTE in the ASD program. Those assigned less than .80 FTE will receive an annual stipend of three hundred dollars ($300). The stipend will be spread out equally across the bargaining unit member's pay and prorated if the bargaining unit member leaves prior to the end of the school year.

5.13 Schedule B

5.13.01 An ad hoc committee shall be established on January 20, 2026 to review and potentially revise Schedule B1 & B2. The committee shall consist of three administrators selected by the District to represent all levels and three teachers chosen by the Association to represent all levels. Results will be presented by or before July 1, 2026 to the Interest Based Bargaining Team for approval. If no presentation is made and subsequently approved, B1 and B2 will remain the same. It is further agreed that overall costs shall be based on prior filled positions and limited to $171,000 for B1 and $89,600 for B2.

5.13.02 Any non-bargaining unit person employed by Clawson Public Schools is prohibited from being assigned to any bargaining unit position, curricular or extra-curricular (with the exception for Schedule B noted below). 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.

<u>Schedule B1 – Athletic</u>:

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

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

Those unit employees holding Schedule B1 Athletic position(s) will receive a One Hundred Seventy-Five Dollar ($175) bonus in addition to the Schedule B1 stipend for each such extra duty position held during the school year. The percentage shall be based on $24,050.

Schedule B2 (Academic):

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

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

Qualified unit employees who hold a Schedule B2 (Academic) position(s) will receive a One Hundred Seventy-Five dollar ($175.00) bonus in addition to the Schedule B2 stipend for each extra-duty position held during the school year. The percentage shall be based on $24,050.

ARTICLE 6

Teaching Hours

6.01 Teaching Hours:

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

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

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

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

Elementary: The reporting hours in the elementary school shall be as follows:

8:10 a.m. – 3:11 p.m. (Five minutes before the first class begins, five minutes after the last class ends; includes 30-minute duty-free lunch); on half-days, student dismissal time will be 11:25 a.m. On semester exam days, elementary student start time will be 8:35 a.m. and dismissal will be 11:45 a.m. This will not change elementary reporting hours.

The parties agree that elementary bargaining unit members may be asked to pick up students at their entrance during the beginning of the school year. The building principal will work with 1st - 5th grade level teams to determine when students may enter independently, no later than October 31. TK/K staff shall continue to meet students at their entrance.

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 to one (1) hour.

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, technology, and physical education instruction provided for all elementary students in TK/Kindergarten through Fifth Grade. In addition, specials may include Spanish. A minimum of two hundred forty (240) 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 TK through Fifth Grade shall be scheduled so that each general education classroom teacher is guaranteed released time of a minimum of two hundred forty (240) minutes per week and a minimum of forty (40) minutes per day.

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

When an assembly supersedes a special subject period or other school related event, the principal shall arrange for the

regular classroom teacher to leave his/her students for time normally used for the special class.

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

6. 05 The normal daily teaching assignment in the secondary schools shall consist of five (5) classes, one (1) advisory period, and one (1) preparation period.

6.05.01 Advisory Period

The Advisory period [referred to as Trojan Time] will be built into each day for no more than twenty (20) minutes after the second period of the secondary bell schedule.

Each teacher shall be assigned an Advisory roster, defined as the MiStar (SIS) roster, which shall not exceed twenty (20) students unless agreed upon by the teacher. Every reasonable effort will be made to maintain cohorts for grades 6-8 and 9-12, respectively. If conflicts arise, the administration will make appropriate and necessary changes.

Advisory will be non-instructional and utilized to protect instructional time in all other periods by administration making every effort to include the following: attendance, daily announcements, school wide events, class meetings, structured homework help time, make-up test/assignments/labs, and school-related group meetings.

Advisory teachers will be responsible for entering credit/no credit for assigned students at the end of each semester. Citizenship will be entered at the end of each semester for students in grade 6-8. No additional grading will be required for Advisory.

The parties understand that Advisory teachers' expectations shall be limited to supervising and supporting students and shall not be required to plan instruction. Advisory shall not be subject to formal observations.

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

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

building initiatives, and other reasons to be determined by the building administration.

Starting times for staff meetings:

(1) Staff meetings shall begin five (5) minutes after the regularly scheduled dismissal time.

(2) Joint building meetings shall be punctual, at a mutually agreed upon time.

(3) Approval of increase from eight (8) to ten (10) staff meetings is contingent upon the district's agreeing to moving DPPD to six (6) full days of instructional time.

(4) Teachers will receive forty-eight (48) hours' notice of any staff meeting.

6.07 Staff Right to Disconnect

It shall be the option of every unit employee to respond to any work-related item outside of the school day.

ARTICLE 7

Transfers, Assignments, Vacancies

7.01 Involuntary Transfers of Bargaining Unit Members:

7.01.01 In cases which necessitate an involuntary transfer of bargaining unit members, it is agreed that certification will be considered first, the interest forms (via Google or other electronic form) within that building second, collaboration of the CEA and administration third, evaluation rating fourth, and then seniority shall be the determining factor.

7.01.02 All bargaining unit members 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 a bargaining unit member returns from a leave or returns from a layoff.

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

(a) Changes in student enrollment within the affected building or within the district.
(b) In order to recall laid-off bargaining unit members.
(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 at the secondary level.

(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 bargaining unit members during the school year, changes in student enrollment, or program changes.

7.01.05 An involuntary transfer for any tenured bargaining unit member shall be limited to one (1) occurrence every five (5) years.

7.02 Assignments:

7.02.01 All class assignments shall be by building and handled as follows: By April 15 of each school year, bargaining unit members within each departmental area or building shall be provided the opportunity to confer with and make recommendations to administration regarding course proposals and proposed bargaining unit member's 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 of Bargaining Unit Members:

7.03.01 Reassignment of bargaining unit members shall not be made for arbitrary or capricious reasons. Bargaining unit members who believe that a reassignment has been made for arbitrary or capricious reasons may file a written complaint with the Superintendent or his/her designee within 5 days of receipt of notice of the reassignment. The Superintendent or his/her designee 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) bargaining unit members may be approved by the building administrator.

7.04 Vacancies:

A vacancy is when a bargaining unit member leaves a position and that position requires a bargaining unit member to fill the position. This shall include layoff, leave of absence, resignation 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 bargaining unit members 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 shared electronically and 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 shared electronically with the 7A Executive Director. Bargaining unit member vacancies occurring during the summer recess shall first be filled from written material (received by June 30) sent by the bargaining unit member to the Executive Director of Human Resources .

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

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 report his/her absence through the Board's online absence management system before 7:00 a.m. 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 names 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 tenured 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 in 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. The Board shall provide a telephone for the use of teachers in each school-building teacher's workroom (lounge).

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

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

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

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

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

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

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

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

8.11 Because every building has problems particular to itself, due to facilities, personnel and the public, each building shall be authorized to democratically develop building policies that are not inconsistent with the Laws, Rules and Regulations of Michigan and the United States, and/or any political subdivision thereof, the Master Agreement or the School Board policy.

8.12 The Board shall maintain C.A.-10's and the posting of grades on C.A.-39's and C.A.-60's in the secondary schools. In no cases will these duties be assigned to a teacher. All information placed in C.A.-39's or 60's by a teacher should contain only factual information.

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

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

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

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

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

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

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

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

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

The parties recognize that the availability of optimum school facilities for both students and all employees is desirable to ensure the high quality of education that is the goal of both the Association and the Board. They

further recognize that facilities should be designed and maintained to meet the needs of the educational program.

When bargaining unit members report any environmental hazards, maintenance or building safety concerns to the building principal, every effort will be made to address the report in a reasonable timeframe.

The Board shall adhere to the PUMP Act and FLSA for bargaining unit members who are nursing. A reasonable break time and a private, non-restroom space shall be provided for up to one year after the birth of their child. The private area will be in close proximity to the bargaining unit member's work area and will be available as needed.

The private space will include an insulated food container, cooler or refrigerator, electrical outlet, flat surface, locking door, and covered windows. The private space will not be made available to students.

The Board and Association encourage bargaining unit members to make a reasonable effort to minimize the disruption to instructional time be aligning pumping times with lunch, preparation periods, or other break times.

8.17 Each building shall be equipped with at least one operable copy machine, plus an adequate supply of long and short copy paper. The High School, Elementary School and the Middle School shall have at least two (2) operable copy machines. Teachers shall have immediate access to said machines. The High School machines shall be located in the teachers' lounge.

8.18 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.

8.19 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.

8.20 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.

8.21 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.

8.22 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).

8.23 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.

8.24 New Educator Orientation: A date and location for New Educator Orientation (NEO) will be determined collaboratively between the District and Association no later than June 30 for the following school year.

New Educators will be made aware of the NEO upon being hired or at least two (2) weeks prior to the date of the event. NEO will be required for all new bargaining unit members. As such, they are entitled to payment for hours scheduled in accordance with Article 5, Section 4. The Association will be provided with 60 minutes with new bargaining unit members during the unpaid lunch period

8.25 Professional Development: The parties agree that attendance at Professional Development days is important to the continuing professional growth of staff.

The District will provide six (6) days of professional development. Two (2) of those days shall occur in the week before students return to school, as District-provided professional development. The remaining four days shall be divided as follows: three (3) designated as District-provided professional development and one (1) designated Teacher Selected Professional Development on MLK Day, as noted in Appendix A.

For Teacher Selected PD, bargaining unit members must complete the required hours (5 hours) on or before the end of the scheduled Teacher Selected PD day, but may not occur on student instructional days or designated District provided PD days without prior written approval from building administration. Approved Teacher Selected PD must offer SCECHs and all fees/costs will be at the bargaining unit member's expense. Options include PD offered by: MEA, Michigan Virtual, Oakland Schools, or Professional organization/conferences. All Teacher Selected PD must offer SCECHs and documentation/certificate of completion logged into the District-managed Google form.

Members who do not complete the PD by the end of the scheduled day shall not be paid.

8.26 Co-Taught Classes: Co-taught classes occur at the secondary level as a part of the District's continuum of special education programs and services. When co-teaching is offered, it shall be defined as staffed by both a general education teacher and a special education teacher. Both special education and general education teachers are responsible for the instruction of all students in a co-taught class.

Reasonable efforts shall be made to equalize or balance the numbers of Special Education and 504 students in co-taught classes. In courses where co-teaching is offered, enrollment priority will be given to students

who require specially designed instruction (as defined by MDE) in that content area.

ARTICLE 9

Class Size

9.01 Class size shall be determined by the class roster, which is defined by MiStar (SIS) Roster for secondary and MiStar (SIS) Class List for elementary for purposes of this article.

MiStar (SIS) Roster for secondary and MiStar (SIS) Class List for elementary will be determined as only students who are marked "1st Day Present." Students known to not be returning shall be communicated to teacher(s) by the district via email while waiting for release of records. Once the district notifies teacher(s) via email, the student will no longer be counted on a class roster or class list for purposes of this article.

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 on the teacher's roster:

9.01.01 Elementary: No elementary class shall exceed thirty (30) students on the teacher's class roster. Split classes shall be a minimum of two (2) students less.

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 - Maximum for any one class – 32 students on the teacher's class roster.

Middle School: Academic Classes - Maximum for any one class – 32 students on the teacher's class roster.

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: Maximum for any one class of students on the teacher's roster in middle and high school – 40 students.

9.01.06 Music: In the areas of band, orchestra and choir, class size shall be determined by cooperative scheduling between the teacher and building principal. A maximum for any one class

of the teacher's roster of 40 students in middle and high, unless agreed to by the teacher.

9.01.07 Counselors' teaching loads: As suggested by the American School Counselor Association (ASCA) with the agreed to ratio of 300:1.

9.02 A class overage will be determined by MiStar (SIS) Roster for secondary and MiStar (SIS) Class List for elementary as defined in 9.01 above. Students enrolled in the Center Based Program will be counted only for the days they are in attendance in a particular class.

A class overage can occur at any time. Teachers will notify their building administrator via email within 10 days of noticing an overage. Administration will then be responsible for recording the class overage.

9.03 A flat rate of $5.00 per student per day over the cap shall be paid to a bargaining unit member. A flat rate of $10 per student per day over the maximum number on the MiStar Roster for students enrolled in the Center Based program shall be paid to a bargaining unit member. In the case of physical education, the maximum a bargaining unit member shall be paid will be $4,500. In cases of music, the maximum a bargaining unit member shall be paid will be $4,500 for each bargaining unit member who did not agree to the higher student maximum. All overages will be paid at the end of each semester.

9.04 Pilot programs and other special programs may deviate from the class size table.

9.05 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.

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 Clawson Public Schools. 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.

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.

10.02 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 for all bargaining unit members:

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 the bargaining unit, the following layoff recall procedures shall prevail:

10.03.01 Layoff notices shall be received by all affected bargaining unit members by certified mail, or in-person meeting, no later than the close of the school year. Layoff notices may occur during the summer months as a result of reduction in State Aid no later than August 1st.

10.03.02 Bargaining unit members with the highest evaluation rating shall be retained. This rating shall be determined by an algorithm as outlined in Article 12 herein. Teachers rated "Effective" shall be placed into two tiers of Effective ratings on an annual basis for the purposes of layoff, recall, and reduction of FTE. Those two tiers are based on the summative evaluation score as provided in the teacher evaluation platform.

Tier 1	Score 2.5 to 3.19
Tier 2	Score 3.2 to 4.00

When evaluation ratings and tiers are the same, the bargaining unit member with the highest seniority shall be retained.

When seniority is the same, the bargaining unit members with the appropriate certification shall be retained.

When certification is the same, discipline within the personnel file may be considered as a final determinant consistent with Article 3, subsections 10 and 13.

10.03.03 Reduction in FTE for all bargaining unit members: If, because of circumstances such as reduction in student population or changes in curriculum or financial reasons, it becomes necessary to reduce a bargaining unit member's FTE status, the following procedures must prevail.

All efforts shall be made to retain “full time equivalent” status of a bargaining member when one or more reductions are implemented within the same department or when certification is in play, as outlined below.

The district will make every effort to minimize “part time” employees when reductions are necessary. In the event that an employee is working in a position where certification is not required, “full time equivalent" applies to the employee who has certification regardless of evaluation, seniority or disciplinary history.

Reduction notices shall be received by the affected bargaining unit member consistent with Article 10.03.01

The bargaining unit member with the highest evaluation on the 2-tiered rating system for “effective” shall retain “full time equivalent” status, absorbing FTEs from another bargaining unit member consistent with the policy of staff FTE reduction.

When evaluation ratings and tiers are the same, the bargaining unit member with the highest seniority shall retain “full-time equivalent” status.

When seniority is the same, the bargaining unit member with the appropriate certification shall retain “full-time equivalent” status.

When certification is the same, discipline within the personnel file may be considered as a final determinant consistent with Article 3, subsections 10 and 13.

When K-12 certifications are in play, all procedures are in effect, regardless of positions the bargaining unit member has historically held.

10.03.04 Bargaining unit members 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 a bargaining unit 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 bargaining unit members 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.

10.03.05 No new bargaining unit members shall be hired in a subject area until all laid-off bargaining unit members from that subject area have been recalled or decline a part-time opening.

10.03.06 No new bargaining unit members shall be hired in a subject area before bargaining unit members 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.

10.03.07 For the purpose of recalling bargaining unit members from layoff, it shall be the responsibility of the bargaining unit member for notifying the District 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 District agrees to wait until June 1 of the present school year before recalling any laid-off bargaining unit members.

10.03.08 When a unit employee accepts a full-time position and is employed by another system, he/she forfeits all benefits under this section.

10.03.09 Bargaining unit members 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 10.03.10.

10.03.10 A bargaining unit member, as described in Section 10.03.09, who passes on a part-time job and remains on the recall list, shall not have the right to bump another recalled bargaining

unit member with less seniority, who is part-time, when said part-time position is increased in hours and pay during the school year.

10.03.11 A laid-off bargaining unit 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 bargaining unit member will earn leave at the rate of 1.2 days per month to a maximum of twelve (12) days per year. At the beginning of every year, each bargaining unit member shall be credited, in advance, with the number of days for that year, plus all previously accrued leave. All the unused days earned shall be added at the end of each fiscal year to the bargaining unit member'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, wedding or graduation of immediate family as defined in 11.01.07, observation of religious holidays, and all other leave days as specified in the Red Rover system. A bargaining unit member may use up to three (3) consecutive leave days for personal/private leave, as referenced in this paragraph without question.

Any personal/private leave beyond three (3) consecutive days would need approval of the Superintendent or his/her designee. However, if a bargaining unit member's leave actually constitutes vacation/recreation time, then 11.01.05 is in effect and the process for vacation leave is in effect and may be applied for as provided in the language. The District shall not institute 11.01.05 absent application by a bargaining unit member.

If a bargaining unit member is pre-approved for an absence immediately preceding or following a scheduled break, the bargaining unit member must either:

- Use accrued compensatory time
- With the pre-approval of the building principal, earn the compensatory time retroactively by the end of the school year in which the absence occurred.
- Take unpaid leave

The immediate supervisor of the bargaining unit member may address patterns of absences in the employee's evaluation. A pattern of absences shall be defined as more than three (3) separate instances.

If an illness occurs on the day before or after a holiday or recess period, the bargaining unit member 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 bargaining unit member is absent for illness on two consecutive Mondays or if an absence precedes or follows a scheduled break, and not a weekend, that school is in session, unless agreed to prior with the immediate supervisor. A scheduled break is defined as time off preceding or following the scheduled recesses outlined in the parties' calendar:

- Labor Day Recess
- Thanksgiving Recess
- December Recess
- Mid-Winter Recess
- Spring Break
- Memorial Day

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

Any bargaining unit member 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:

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 bargaining unit members who apply and their applications are subsequently approved for sick day benefits.

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

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

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

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

11.01.02.02 Eligibility: Any bargaining unit member shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for twelve (12) consecutive working days and has used all of his/her own current allowance. If a bargaining unit member is incapacitated for at least twelve (12) 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 twelve (12) day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

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

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

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

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

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

11.01.02.05.02: The form authorizing an award of sick days from the Master Sick Bank to a bargaining unit member 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.

11.01.02.05.03: 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.

11.01.02.06 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.

11.01.02.07 No Increase in Board Liability: Nothing herein contained shall alter, extend, or in any manner increase the liability of the Board to any bargaining unit member in respect to sick day compensation presently existing in any plan or agreement to which the Board is a party.

11.01.02.08 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.

11.01.02.9 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 bargaining unit member 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, bargaining unit members in that building shall be able to attend the local funeral service without loss of pay. The bargaining unit members 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 bargaining unit members 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:

Bargaining unit members called for jury duty will suffer no loss of leave days or compensation while on jury duty. Bargaining unit

members 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 bargaining unit member 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:

A bargaining unit member who has served Clawson Public Schools for two (2) or more years may be granted a leave for recreation or vacation purposes for no more than five (5) days per school year, providing the request is made fourteen (14) days prior to the leave. Approval for such leaves is at the discretion of the Superintendent or his/her designee. If approved, the bargaining unit member will use three (3) days of personal leave time and may use up to two (2) days of compensatory time for this leave, if available.

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

11.01.06 Conference Leave:

The Board allows the Superintendent to approve conference leaves.

11.01.07 Bereavement Leave:

There shall be up to three (3) days of intermittent use not to be charged to the bargaining unit member's leave bank. This leave shall be used for the school calendar year for the purpose of bereavement for immediate family. Immediate family shall be defined for the purposes of this collective bargaining agreement as domestic partner; father, mother, mother and father in-law; grandparents; grandchildren; sister, brother, daughter and son in-laws; siblings, spouses and children by birth and/or marriage and/or any person living in the home of the bargaining unit member. Bereavement is defined as attendance to formal services and/or the business of one's estate. Upon request by the Superintendent or his/her designee, proof of attendance to a memorial or funeral service may be requested of the bargaining unit member.

11.01.08 Leave Regulations:

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

11.01.09 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, bargaining unit members shall not be expected to report for work. Bargaining unit members shall have no reduction in compensation.

11.01.10 Attendance:

Whenever attendance is a concern to an immediate supervisor, the supervisor may meet with a bargaining unit member to discuss attendance concerns, provided there is a union representative included in any such meeting.

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 bargaining unit member of the Association elected to local, state or national association positions, or a bargaining unit 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 bargaining unit member requesting maternity leave shall be subject to applicable sick leave provisions of this Agreement. An eligible bargaining unit member shall also be granted FMLA leave, concurrent with sick or unpaid leave, as applicable.

11.02.05 Child Care Leave:

A bargaining unit member 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 bargaining unit member without pay or benefits. Requests for adoption leave should be made as soon as the adoption is known to be imminent.

11.02.07 Family Care Leave:

A bargaining unit member desiring a family care leave shall request the leave 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member 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 bargaining unit member returning from any leave granted by the Board, except as specified elsewhere, shall be subject to reinstatement as follows:

A bargaining unit member 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 bargaining unit member desires to return to teaching. The applicant's request for reinstatement must be accompanied by proof of certification to teach if requested. Bargaining unit members 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 apply for reinstatement within time limits (the effect of):

A bargaining unit member shall apply for reinstatement within the time limit specified for the type of leave, and if the bargaining unit member 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 bargaining unit member involved and the Association by letter that the leave had been granted. The letter must include the bargaining unit member'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/her 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

Staff Evaluation & Mentors

12.01 The evaluation form for all bargaining unit members shall be available online and is also found in Appendix C.

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:

12.02.01 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.

12.02.02 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.

12.02.03 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.

12.02.04 The mentor appointment will be for three (3) years unless either party requests a change.

12.02.05 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.

12.02.06 Upon request, the Board shall provide up to one (1) day of release time per semester, so the mentor teacher may work with the probationary teacher in his/her assignment during the regular workday. Building administration will pre-approve the date request.

Reasonable effort will be made to assign common preparation time for the mentor teacher and probationary teacher.

12.02.07 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.

12.02.08 Mentors shall be provided up to one day release time for training by the Board within the first month of their assignment(s) and/or compensatory time for training outside the school day. Building administration will pre-approve the date and/or compensatory time request. The Association shall have the opportunity to review the training materials and/or agenda.

12.02.09 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.

12.02.10 Contingent upon Section 27(h) of the FY 2026 State budget and grant monies received by CPS, the district will fund mentor stipends in the following manner:

Mentee Year	Amount
Year 1	$600
Year 2	$300
Year 3	$150

The District and the Association agree that payments shall not exceed the 27(h) funds that are received. If the funds are not received or the amount is prorated, the District will prioritize maintaining mentor stipends. If the total grant received does not cover the stipends, the parties will meet to discuss the proration for the remainder of the grant. If there are requirements related to the payout of the grant, the District shall follow those requirements.

12.03 Beginning with the 2024-2025 school year 5D+ shall serve as the negotiated performance evaluation system and shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. an evaluation of the teacher's job performance with timely and constructive feedback.

3. clear approaches to measuring student growth with relevant data on student growth.

4. multiple rating categories that consider student growth and assessment data or student learning objective metrics that have been negotiated with the Association.

5. the use of student growth and assessment data (like iReady) or student learning objective metrics (SLO's) as 20% of the year-end determination shall be determined by the teacher.

    a. The student growth and assessment data or student learning objectives, whichever is chosen by the teacher, shall consist of measurable, long-term academic goals set for all or some portion of students that utilize available data as determined annually by the teacher and/or their grade-level/department level teacher colleagues.
    b. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

6. The 5D+ year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

7. For all ancillary staff (unless a summative evaluation scoring system already exists), the process to calculate the effectiveness rating is as follows:

    a. All ancillary staff use four (4) point rubrics;
    b. Step 1: Add the score for each component (1-4) within the domain and divide by the number of components to calculate the domain score – for example 3.2
    c. Step 2: Add the score for each domain and divide by the number of domains to calculate the summative score – example 3.14.
    d. Apply 12.03.04.1 to add or subtract points for attendance to calculate the final score.
    e. Using the final score, the overall effectiveness ratings shall be determined by the bands below:

Rating:	Score:
EFFECTIVE	2.5 – 4.0
DEVELOPING	1.5 – 2.49
NEEDS SUPPORT	1.0 – 1.49

f. The Association and District agree to an ad hoc committee for Ancillary Staff Rubrics. The Committee will meet no later than September 30, 2026, and work, as needed, throughout the 2026/2027 school year. The parties will each have four (4) members on the committee, but may include others for input on an as-needed basis. Any final recommendation will be subject to "final thumbs" by the Interest-Based Bargaining Team.

12.03.01 Process: The negotiated 5D+ evaluation system

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. The teacher shall be notified within two weeks of the beginning of school who will be conducting their evaluation.

   b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.

   c. The observation must include a review of pupil engagement in the lesson that is observed.

   d. The observation shall be no less than fifteen (15) minutes.

   e. There shall be no unscheduled observations.

   f. Observations will be scheduled in an agreed upon window between the rater and ratee that will allow the rater to attend one (1) of those times. Upon such agreed upon timeframe, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

g. If an observation is missed, due to unforeseen circumstances by an administrator, the observation may be re-scheduled in a reasonable window of time with consultation with the teacher and their evaluator.

h. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post observation meeting shall be met by collecting the responses to the “noticings and wonderings” through PIVOT. After the post-observation meeting, the teacher will be provided written feedback no later than seven (7) school days after the responses to the “noticings and wonderings” have been inputted into PIVOT. The teacher can request an in-person meeting via email and/or PIVOT (evaluation platform).

i. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated.

j. The parties agree to comply with MDE requirements regarding permits.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of “effective”, “developing” or “needing support”.

   a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher before the end of each year. In the event there is no year-end evaluation, the teacher shall be deemed “effective” per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated “highly effective” or “effective” for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a “minimally effective”, “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:

    a. specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

    b. training to be provided by the district to assist the teacher in meeting the goals of the IDP.

    c. a mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

    d. a Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. When a pattern of three (3) or more specific and documented concerns that have been discussed with the teacher regarding their professional practice are observed by an evaluator, he/she will request a meeting with the teacher and the Association Representative and may place the teacher on an Individual Development Plan (IDP).

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

12.03.02 Rights of Tenured Teachers:

A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:

1. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

2. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

    a. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

    b. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

A tenured teacher who receives two (2) consecutive ratings of “needing support” may demand to use the grievance procedure as outlined in Article 16.

12.03.03 Training on evaluation system, tools, and reporting forms

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by

the district which shall include a “rater reliability” training every three (3) years that minimally includes all of the following:

a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix C.
b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
c. Training on the evaluation process itself, including how to conduct classroom observations under this collective bargaining agreement, collect data, and analyze results.
d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator’s evaluations.
e. Ongoing support for evaluators, including feedback and coaching to help them improve their skills and ensure they are consistently applying the evaluation criteria.

12.03.04 Role of Attendance in Scoring for Final Rating

1. Attendance shall be weighted into the final raw score to determine the Rating of a Teacher. This shall change the raw score in the following manner as outlined in the table below:

Number of Days Missed	Increase/Decrease in Raw Score
0 – 2.9	+.25
3 – 4.9	+.10
5 – 11.9	0
12+	-.25

The above Attendance language shall exclude absences as a result of FMLA, School Business, Funeral/Bereavement, Religious Holidays, Association Time and Documented Medical Illness (DMI). A DMI shall be defined as a medical event in which the employee is required by the District to stay home (by the way of example mumps, strep, or other communicable diseases). See also, Board

of Education Policy 8451. A doctor's note obtained for the purpose of a DMA must include a diagnosis.

For the purpose of this article, DMI will include dependents and immediate family as defined by FMLA. In cases of extenuating circumstances, Human Resources (or its designee) and the Association (or its designee) will meet to discuss and mutually agree on a solution.

ARTICLE 13

Protection of Bargaining Unit Members

13.01 Any case of assault upon a bargaining unit member during his/her employment as a bargaining unit member, or because of his/her employment in Clawson as a bargaining unit member shall be promptly reported by the bargaining unit member to the principal of the school. At the request of the bargaining unit member involved, the Board will provide and pay for an attorney to advise the bargaining unit member of his/her rights and obligation with respect to such assault.

13.02 Any absences by the bargaining unit member 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 bargaining unit member, shall be fully excused and shall not be considered to reduce said bargaining unit member's sick day allowance. The bargaining unit member 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 bargaining unit member for loss or damage to personal property in connection with any assault on said bargaining unit member in the course of his/her employment or because of his/her employment in Clawson as a bargaining unit member, provided the teacher was acting and/or attempting disciplinary action in 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 bargaining unit member is complained against or sued by reason of disciplinary action taken not inconsistent with the Board's policy, by the bargaining unit member against a student, the Board will provide legal counsel and render all necessary assistance to the bargaining unit member 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 Bargaining unit members 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 at agreed upon sites, on mutually agreed upon 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 bargaining unit member will receive benefits from Clawson Public Schools upon his/her immediate retirement, deferred retirement, retirement due to disability or death.

Any bargaining unit member 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 service. *****There shall be no mandatory retirement age for teaching personnel.

Formula for Computing Benefits:

10 or more years of service: $100.00 per year

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

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

15.02 Upon a bargaining unit member's actual retirement under the Michigan Public School Employee Retirement Act, the accumulated leave in the unit employee's allowable leave bank shall have a cash surrender value to the unit employee of up to thirty percent (30%) of the current daily rate times the number of accumulated leave days up to a maximum of 142 leave days for any unit employee provided that the unit employee has taught in Clawson Public Schools for ten years or more, subject to the annual payout limitation discussed hereunder. There shall be an annual cap of twenty thousand ($20,000) per year on application of this section, calculated as follows: All unit employees who actually retire during the period from January through December of a calendar year and who meet the eligibility requirements of the section shall be able to participate in the benefit payout, which payment shall be made in January of the following calendar year (i.e., for calendar year 2026, the payout would occur in January 2027). If the amount of sick days to be paid out exceeds the cap, the payout for each eligible bargaining unit member will be paid as a percentage of the cap based on individual sick leave days as a percentage of the cap.

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" or “grievant” 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. Time limits may be extended by written mutual agreement.

16.01.04 For the purposes of this article, the "appropriate supervisor" is defined as the Administrator at the level of authority causing the grievance. This includes the building administrator, appropriate District leader, or immediate supervisor.

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 in accordance with the Michigan Teachers’ Tenure Act; the appeal would not fall under the provisions of this article.

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 resolved.

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 on 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.

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 for the purposes of this article. 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 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 of all professional compensation lost.

16.03 Procedure:

16.03.01 Level One: Within fifteen (15) days of the occurrence of an alleged grievance, as defined in Section 16.01.01 above, or fifteen (15) days of the date when the grievant or Association had reasonable opportunity to be aware of the alleged grievance, the grievant shall discuss the grievance with the building administrator, appropriate District leader, or immediate supervisor. The grievant may request Association representation. If the grievance is resolved informally, the process ends at Level One.

If the grievance is at the District level and not building level, the grievance is presented by the Association at Level One to the appropriate District leader with the same goal to resolve at the lowest level.

If a grievance arises from the action of an authority other than the building administrator, appropriate District leader, or immediate supervisor, it shall be filed with the Superintendent or designee at Level Three.

16.03.02 Level Two: Within fifteen (15) days of the Level One meeting, if the grievance is not resolved informally at Level One, it shall be reduced to writing, on the form provided and presented to the building administrator, appropriate District leader, or immediate supervisor by the grievant.

Either party may request a meeting to discuss the grievance prior to a decision being made. The grievant may request Association representation.

Within fifteen (15) days after the delivery of the written grievance, the building administrator, appropriate District leader, or immediate supervisor shall communicate his/her decision in writing.

16.03.03 Level Three: Within fifteen (15) days after the delivery of the building administrator's, appropriate District leader's, or immediate supervisor's decision, the grievance may be appealed in writing to the Superintendent's designee by the grievant or Association. Either party may request a meeting to discuss the grievance prior to a decision being made.

Within fifteen (15) days after the delivery of the appeal, the Superintendent's designee shall communicate his/her decision in writing.

16.03.04 Level Four: Within fifteen (15) days after the delivery of the Superintendent's designee's decision, the grievance may be appealed in writing to the Superintendent.

Within fifteen (15) days after the delivery of the appeal, the Superintendent shall hear the grievance.

Within fifteen (15) days after the Superintendent hears the grievance, the Superintendent shall communicate his/her decision in writing.

16.03.05 Level Five: Within fifteen (15) days after the delivery of the Superintendent's decision, the Association may submit the grievance to binding arbitration by providing the Superintendent with written notice of its intent to seek arbitration.

The District and Association shall attempt to mutually agree upon an arbitrator. However, if the parties are unable to come to an agreement to mutually select an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA).

Neither the Superintendent nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the Superintendent or the Association.

Powers of the Arbitrator:
It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of

alleged violation of the specific Articles and sections of this Agreement.

1. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/She shall have no power to establish salary scales.
3. He/She shall have no power to rule on any of the following:
    a. The termination of the services of or failure to re-employ any probationary teacher
    b. The termination of the services or failure to re-employ any unit member to a position on Schedule B.

The fees and expenses of the arbitrator shall be shared equally by the parties.

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 base level BA salary as provided in Appendix "A" based upon the number of days in the corresponding work year, and will be contracted to serve as a substitute teacher, and/or in duties related to instruction such as tutoring, assistance in the media/library, or work with curriculum development in the absence of the need for a substitute teacher. In no case shall the work assignment be different than that of a regular unit employee. Job assignments are the responsibility of the Board.

18.02 Reserve Teachers may be added at the discretion of the Board. Teachers drawing unemployment compensation past the time of appointment as a reserve teacher may not be offered a reserve teacher position.

18.03 The following are some of the conditions and terms of employment offered to reserve teacher(s):

18.03.01 The reserve teacher shall be guaranteed the same days of full-time employment or for the remainder of the school year if hired after the beginning of the school year, as set forth in Appendix "A".

18.03.02 Time of employment as a reserve teacher shall be credited to his/her seniority, probationary period, and placement on the salary schedule, if applicable, as a teacher in the district.

18.03.03 The reserve teacher(s) shall be entitled to all rights and perform the responsibilities enumerated in the Master Agreement, unless limited or denied by the express language of Article 18.

18.04 If substituting during preparation period, the reserve teacher shall receive the pay as specified in Section 5.04.

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

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

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

18.05.02 Twelve (12) 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 the 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 sixty (60) percent of twelve (12) leave days or 7.2 days; an elementary teacher being paid one-half of salary will receive fifty (50) percent of twelve (12) days or 6 days.) Sick days, funeral days, personal days, and any other paid leave days are subject to contract guidelines.

19.07 Planning time for shared time teaching shall be equally divided, to the extent possible, between the morning and afternoon classes.

19.08 Should a shared time teacher who is teaching less than a full day each day be absent more than the number of days granted under 19.07 above, the deduction from that teacher's sick leave bank which was accumulated through previous work shall be pro-rated based upon the same proportion as that used for salary determination.

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

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

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

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

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

19.13 <u>Salary:</u>

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 the second semester teacher will have their pay spread for the balance of the second semester.

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

19.14 Fringe Benefits:

The total 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 Association cannot provide enough representatives for the committees, the Board may then ask bargaining unit members to volunteer. If parents are on the building or district teams, the Association shall assist in selecting said parents. There shall be no discipline or adverse evaluation of bargaining unit members for non-participation in the decision-making process. Both parties agree that any site-based decision-making/school improvement shall not violate the terms and provisions of the Master Agreement.

ARTICLE 21

Entire Agreement Clause

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

This Agreement shall be in full force and effect as of January 1, 2026 and continue in effect until June 30, 2028. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless both parties mutually agree to an extension in writing.

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

For the Association:

_____

_____

_____

_____

_____

_____

For the District:

_____

_____

_____

_____

CLAWSON BOARD OF EDUCATION

By: _____
President

And:_____
Secretary

SCHEDULE "A"

Clawson Public Schools
Teachers' Salary Schedules

January 2026 – June 30, 2026

Step	BA	BA+20	MA	MA+10	MA+20	MA+30
2	44,786	46,010	49,675	50,510	51,343	52,178
3	46,130	47,390	51,165	52,025	52,884	53,743
4	47,514	48,812	52,700	53,586	54,470	55,355
5	48,939	50,276	54,281	55,194	56,104	57,016
6	50,408	51,785	55,909	56,850	57,787	58,727
7	51,920	53,338	57,587	58,555	59,521	60,488
8	53,477	54,938	59,314	60,312	61,307	62,303
9	55,082	56,587	61,094	62,121	63,146	64,172
10	56,734	58,284	62,927	63,985	65,040	66,097
11	58,436	60,033	64,814	65,904	66,992	68,080
12	60,189	61,834	66,759	67,881	69,001	70,123
13	61,995	63,689	68,762	69,918	71,071	72,226
14	63,855	65,599	70,824	72,015	73,203	74,393
15	65,770	67,567	72,949	74,176	75,400	76,625
16	67,744	69,594	75,138	76,401	77,662	78,924
17	69,776	71,682	77,392	78,693	79,991	81,291
18	71,869	73,833	79,714	81,054	82,391	83,730
19	74,025	76,048	82,105	83,486	84,863	86,242
20	76,246	78,329	84,568	85,990	87,409	88,829
21	78,533	80,679	87,105	88,570	90,031	91,494

July 1, 2026 – June 30, 2027

Step	BA	BA+20	MA	MA+10	MA+20	MA+30
2	45,682	46,930	50,669	51,520	52,370	53,222
3	47,053	48,338	52,188	53,066	53,942	54,818
4	48,464	49,788	53,754	54,658	55,559	56,462
5	49,918	51,282	55,367	56,298	57,226	58,156
6	51,416	52,821	57,027	57,987	58,943	59,902
7	52,958	54,405	58,739	59,726	60,711	61,698
8	54,547	56,037	60,500	61,518	62,533	63,549
9	56,184	57,719	62,316	63,363	64,409	65,455
10	57,869	59,450	64,186	65,265	66,341	67,419
11	59,605	61,234	66,110	67,222	68,332	69,442
12	61,393	63,071	68,094	69,239	70,381	71,525
13	63,235	64,963	70,137	71,316	72,492	73,671
14	65,132	66,911	72,240	73,455	74,667	75,881
15	67,085	68,918	74,408	75,660	76,908	78,158
16	69,099	70,986	76,641	77,929	79,215	80,502
17	71,172	73,116	78,940	80,267	81,591	82,917
18	73,306	75,310	81,308	82,675	84,039	85,405
19	75,506	77,569	83,747	85,156	86,560	87,967
20	77,771	79,896	86,259	87,710	89,157	90,606
21	80,104	82,292	88,847	90,341	91,832	93,324

July 1, 2027 – June 30, 2028

Step	BA	BA+20	MA	MA+10	MA+20	MA+30
3	47,523	48,821	52,710	53,596	54,481	55,366
4	48,949	50,286	54,292	55,204	56,115	57,027
5	50,417	51,794	55,920	56,861	57,798	58,738
6	51,930	53,349	57,597	58,567	59,532	60,501
7	53,488	54,949	59,326	60,323	61,319	62,315
8	55,092	56,597	61,105	62,133	63,158	64,185
9	56,745	58,296	62,939	63,997	65,053	66,110
10	58,447	60,044	64,827	65,917	67,004	68,093
11	60,201	61,846	66,771	67,894	69,015	70,136
12	62,007	63,701	68,775	69,931	71,085	72,241
13	63,867	65,612	70,839	72,030	73,217	74,407
14	65,783	67,580	72,963	74,190	75,414	76,640
15	67,756	69,608	75,152	76,416	77,677	78,939
16	69,790	71,696	77,407	78,708	80,007	81,308
17	71,883	73,847	79,729	81,070	82,407	83,746
18	74,039	76,063	82,121	83,502	84,879	86,259
19	76,261	78,345	84,585	86,007	87,426	88,847
20	78,549	80,695	87,122	88,587	90,049	91,512
21	80,905	83,115	89,736	91,245	92,750	94,257
22	83,332	85,609	92,428	93,982	95,533	97,085

Other Salary Related Items:

(1) Teachers substituting during their prep-conference period shall receive the pay as specified in Section 5.04.

(2) 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.

(3) 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+30, all hours must be earned after the conferral of teacher's Master's degree. BA+20, MA+10, and MA+20 shall be closed for purposes of additional bargaining unit lane changes. The open lanes are BA, MA, and MA+30.

SCHEDULE "B1" – ATHLETIC

Clawson Public Schools

Extra-Curricular Activities

Activity	Position	Level 1	Amt.	Level 2	Amt.
FOOTBALL	Varsity Head Coach	17.00%	4,088.50	19.50%	4,689.75
	Varsity Assistant Coach	12.75%	3,066.38	13.00%	3,126.50
	Varsity Assistant Coach	12.75%	3,066.38	13.00%	3,126.50
	JV Head Coach	12.00%	2,886.00	13.00%	3,126.50
	Assistant Coach	10.00%	2,405.00	11.00%	2,645.50
	Assistant Coach	10.50%	2,525.25	11.00%	2,645.50
	Assistant Coach	8.50%	2,044.25	9.00%	2,164.50
	7th/8th Grade Head Coach	7.00%	1,683.50	7.75%	1,863.88
	7th/8th Grade Asst. Coach	6.25%	1,503.13	7.00%	1,683.50
BASKETBALL	Varsity Head Coach (Boys)	15.00%	3,607.50	18.00%	4,329.00
	Varsity Head Coach (Girls)	15.00%	3,607.50	18.00%	4,329.00
	JV Head Coach/Varsity Asst. (Boys)	9.75%	2,344.88	10.00%	2,405.00
	JV Head Coach/Varsity Asst. (Girls)	9.75%	2,344.88	10.00%	2,405.00
	Freshman Head Coach (Boys)	7.00%	1,683.50	8.00%	1,924.00
	7th Gr. Head Coach (Boys)	7.00%	1,683.50	8.00%	1,924.00
	8th Gr. Head Coach (Boys)	7.00%	1,683.50	8.00%	1,924.00
	Freshman Head Coach (Girls)	7.00%	1,683.50	8.00%	1,924.00
	7th Gr. Head Coach (Girls)	7.00%	1,683.50	8.00%	1,924.00
	8th Gr. Head Coach (Girls)	7.00%	1,683.50	8.00%	1,924.00
WRESTLING	High School Coach	12.50%	3,006.25	17.50%	4,208.75
	Middle School Coach	6.25%	1,503.13	7.50%	1,803.75
SWIMMING	Head Coach (Boys)	12.50%	3,006.25	17.50%	4,208.75
	Head Coach (Girls)	12.50%	3,006.25	17.50%	4,208.75
	MS Head Coach (Boys and Girls)	6.00%	1,443.00	7.25%	1,743.63
CROSS COUNTRY	High School Coach	14.50%	3,487.25	17.50%	4,208.75
	Middle School Coach	6.00%	1,443.00	7.25%	1,743.63
BASEBALL – Boys	Varsity Head Coach	15.00%	3,607.50	18.00%	4,329.00
	JV Head Coach	7.50%	1,803.75	9.25%	2,224.63
	MS Head Coach	6.25%	1,503.13	7.50%	1,803.75
	Assistant Coach	7.00%	1,683.50	9.25%	2,224.63
SOFTBALL – Girls	Varsity Head Coach	15.00%	3,607.50	18.00%	4,329.00
	JV Head Coach	7.50%	1,803.75	9.25%	2,224.63
	MS Head Coach	6.25%	1,503.13	7.50%	1,803.75
	Assistant Coach	7.00%	1,683.50	9.25%	2,224.63
TENNIS	Varsity Head Coach (Boys)	14.50%	3,487.25	17.50%	4,208.75
	Varsity Head Coach (Girls)	14.50%	3,487.25	17.50%	4,208.75
	JV Head Coach (Boys)	8.50%	2,044.25	9.00%	2,164.50
	JV Head Coach (Girls)	8.50%	2,044.25	9.00%	2,164.50
TRACK	Varsity Head Coach (Boys)	14.50%	3,487.25	17.50%	4,208.75
	Varsity Head Coach (Girls)	14.50%	3,487.25	17.50%	4,208.75
	Varsity Assistant Coach	7.00%	1,683.50	8.00%	1,924.00
	MS Head Coach (Boys)	6.00%	1,443.00	7.25%	1,743.63
	MS Head Coach (Girls)	6.00%	1,443.00	7.25%	1,743.63

Activity	Position	Level 1	Amt.	Level 2	Amt.
VOLLEYBALL	Varsity Head Coach	15.00%	3,607.50	18.00%	4,329.00
	7th Grade Coach	5.00%	1,202.50	7.00%	1,683.50
	8th Grade Coach	5.00%	1,202.50	7.00%	1,683.50
	JV Head Coach/Varsity Asst.	7.00%	1,683.50	9.00%	2,164.50
	Freshman Head Coach	6.50%	1,563.25	8.00%	1,924.00
SOCCER	Varsity Head Coach (Boys)	14.50%	3,487.25	17.50%	4,208.75
	Varsity Head Coach (Girls)	14.50%	3,487.25	17.50%	4,208.75
	JV Head Coach (Boys)	7.00%	1,683.50	9.25%	2,224.63
	JV Head Coach (Girls)	7.00%	1,683.50	9.25%	2,224.63
CHEERLEADING	Varsity Sideline Coach	8.00%	1,924.00	10.00%	2,405.00
	Varsity Competitive Cheer	14.50%	3,487.25	17.50%	4,208.75
	JV Sideline Coach/Varsity Asst.	5.50%	1,322.75	7.50%	1,803.75
	JV Competitive Cheer/Varsity Asst.	7.00%	1,683.50	9.00%	2,164.50
	MS Sideline Coach	5.00%	1,202.50	6.50%	1,563.25
	MS Competitive Cheer Coach	6.00%	1,443.00	7.25%	1,743.63
GOLF	Boys' Coach	14.50%	3,487.25	17.50%	4,208.75
	Girls' Coach	14.50%	3,487.25	17.50%	4,208.75

Level 2 coaches that move up within the same sport without a break in service will retain their Level 2 status.

SCHEDULE "B2" – ACADEMIC

Clawson Public Schools

Extra-Curricular Activities

Activity	Position	Level 1	Amt.	Level 2	Amt.
ROBOTICS	HS Team Leader: Session 1	2.50%	601.25	3.00%	721.50
	HS Team Leader: Session 2	2.50%	601.25	3.00%	721.50
	MS Team Leader	2.50%	601.25	3.00%	721.50
	Elementary Team Leader	2.50%	601.25	3.00%	721.50
CLASS ADVISORS	Senior Class Advisor	7.00%	1,683.50	9.00%	2,164.50
	Junior Class Advisor	7.00%	1,683.50	9.00%	2,164.50
	Sophomore Class Advisor	3.50%	841.75	4.50%	1,082.25
	Freshman Class Advisor	3.50%	841.75	4.50%	1,082.25
PLAY PROD.	High School Musical	6.00%	1,443.00	7.00%	1,683.50
	High School Musical	6.00%	1,443.00	7.00%	1,683.50
	High School Musical	6.00%	1,443.00	7.00%	1,683.50
MUSICAL PROD.	Elementary Performance	5.00%	1,202.50	6.50%	1,563.25
	Elementary Performance	5.00%	1,202.50	6.50%	1,563.25
MUSIC – Instrumental	Jazz Band	2.50%	601.25	3.00%	721.50
	Wind Ensemble	5.00%	1,202.50	6.50%	1,563.25
	Marching Band	9.00%	2,164.50	10.00%	2,405.00
	High School Orchestra	9.00%	2,164.50	10.00%	2,405.00
	Middle School Orchestra	5.00%	1,202.50	6.25%	1,503.13
	Middle School Grade Band	5.00%	1,202.50	6.25%	1,503.13
	Color Guard - HS	2.00%	481.00	2.50%	601.25
MUSIC – Vocal	High School Chorus	9.00%	2,164.50	10.00%	2,405.00
	Middle School Chorus	5.00%	1,202.50	6.25%	1,503.13
	Competition Choir	7.00%	1,683.50	8.00%	1,924.00
ART	Art Show Elementary	3.50%	841.75	4.00%	962.00
	Art Show Middle School	3.50%	841.75	4.00%	962.00
	Art Show High School	3.50%	841.75	4.00%	962.00
Other Activities	D.C. Trip - MS - Planning		1,200.00		
	D.C. Trip - MS - Chaperoning		200.00 per night		
	Chicago Trip - MS - Planning		750.00		
	Chicago Trip - MS - Chaperoning		200.00 per night		
	New York Trip - Chaperoning		200.00 per night		
	Mackinac Island Trip - Chaperoning		200.00 per night		
	Student Senate – HS	7.50%	1,803.75	8.50%	2,044.25
	Student Council – MS	4.50%	1,082.25	5.50%	1,322.75
	Student Council – Elementary	4.00%	962.00	5.00%	1,202.50
	Trojan Leadership Council	5.50%	1,322.75	6.00%	1,443.00
	National Honor Society - HS	6.50%	1,563.25	7.50%	1,803.75
	National Honor Society - MS	4.00%	962.00	5.00%	1,202.50
PUBLICATIONS	Yearbook – High School	9.00%	2,164.50	9.50%	2,284.75
	Yearbook Assistant – High School	5.50%	1,322.75	6.00%	1,443.00

Activity	Position	Level 1	Amt.	Level 2	Amt.
NEWS	Morning News – Elementary	3.50%	841.75	4.50%	1,082.25
	Morning News – Elementary	3.50%	841.75	4.50%	1,082.25
SAFETY PATROL	Elementary	4.50%	1,082.25	5.50%	1,322.75
SERVICE SQUAD	Elementary	4.50%	1,082.25	5.50%	1,322.75
STAT	Advisor – High School	2.75%	661.38	3.25%	781.63
	Advisor – Middle School	2.75%	661.38	3.25%	781.63
TESTING COORDINATOR	High School	6.00%	1,443.00	7.00%	1,683.50
	Middle School	5.00%	1,202.50	6.00%	1,443.00
	Elementary	4.00%	962.00	5.00%	1,202.50
	Accommodation Coordinator	4.00%	962.00	4.50%	1,082.25
AP/INDEPENDENT STUDY COORDINATOR		5.00%	1,202.50	5.50%	1,322.75

SCHEDULE "C"
Clawson Public Schools

Insurance Protection

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

Current Unit employees and those hired by the Board, but excluding those previously retired under Michigan ORS, shall have the option of choosing among the following plans:

1. MESSA Choices $1,000/$2000 insurance plan (3-tier [no mandatory mail]);
2. MESSA ABC 2.5 HSA Plan $2,500/$5,000 (5-Tier Rx)
3. MESSA ABC 2 HSA Plan $2,000/$4,000 (3-Tier Rx).
4. MESSA ABC 2+ $2,000/$4,000 (5 Tier Rx) and 20% co-insurance

The District shall contribute the following immediately upon ratification by both parties and retroactive to January 1, 2026. Thereafter, the District contribution shall continue to advance automatically as of January 1st as reflected below.

2026 District Contribution for Medical Insurance

- $ 7,942.09 times the number of employees with single-person coverage;
- $ 16,609.38 times the number of employees with two-person coverage;
- $ 21,660.30 times the number of employees with family coverage.

2027 District Contribution for Medical Insurance will increase by 4%, unless prohibited by state law for each single-person, two-person and full-family coverage.

2028 District Contribution for Medical Insurance will increase by 4%, unless prohibited by state law for each single-person, two-person and full-family coverage.

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

Beginning January 1, 2026, the district shall pay sixty-two and one-half percent (62.5%) of the cost of vision, dental, life, and long-term disability insurance included in the MESSA Plans above.

Beginning January 1, 2027, the district shall pay seventy-two and one-half percent (72.5%) of the cost of vision, dental, life, and long-term disability insurance included in the MESSA Plans above.

Beginning January 1, 2028, the district shall pay eighty percent (80%) of the cost of vision, dental. Life, and long-term disability insurance included in the MESSA Paks above.

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

If the premium cost is less than the District contribution amount, the difference shall be allocated to an HSA for each qualifying bargaining unit member.

PLAN A: Coverage:

HEALTH: MESSA Choices:
In-Network Deductible: $1000/$2000
Prescription Coverage: 5-Tier Rx

Or

MESSA ABC 2.5 Plan:
In-Network Deductible: $2500/$5000
Prescription Coverage: MESSA 5-Tier Rx

Or

MESSA ABC 2 Plan:
In-Network Deductible: $2000/$4000
Prescription Coverage: MESSA 3-Tier Rx

Or

MESSA ABC 2 Plan
$2,000 Single/$ 4,000 2-Person/Family
MESSA 5-Tier Rx with 20% Co-Insurance

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

DENTAL: Delta Dental Insurance:

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

VISION: VSP 2:

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

LONG TERM DISABILITY:

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

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

LIFE: Same as Plan A (teacher only)

DENTAL: Same as Plan A (teacher only)

VISION: Same as Plan A (teacher only)

LONG-TERM DISABILITY:

Same as Plan A (teacher only)

CASH IN LIEU OF HEALTH:

Those bargaining unit members who have not previously retired under Michigan ORS, electing Plan B above are also entitled to cash in lieu of health insurance. The rate of payment shall be Three Thousand Dollars ($3,000) beginning January 1, 2024 and Three Thousand Two Hundred Fifty ($3,250)

beginning January 1, 2025 annually. Said annual cash payments are subject to any withholdings as required by law.

Any bargaining unit member who was retired prior to 1/1/2026 will receive CIL consistent with the following schedule:

100% for the 2025-2026 school year;
50% for the 2026-2027 school year;
0% for the 2027-2028 school year and beyond.

Provisions Applicable to Plan A and Plan B:

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

(2) The teachers who terminate their employment in June shall receive coverage including July and August payments, through August 31 of that year.

(3) The Board shall not make any additional benefit payments for coverage after the date of termination of a teacher if the termination of employment is prior to the end of the school fiscal year.

(4) Enrollment shall be either at the beginning of employment, or at the open enrollment period, or when a new program is instituted, subject to MESSA regulations. Should there be a negotiated change in benefits available in Plan A and Plan B, all employees shall be fully covered under the terms of the existing Plans until the coverage under the new benefits is implemented.

(5) For Part-Time Employees:

PLAN A:

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

PLAN B:

(a) The district will pay the pro-rata share of Plan B insurances. The Board will pay 100% of cash in lieu of health for teachers employed at least 3/5 (60%) of the time.

(b) The Board will pay the pro-rata amount of the cash in lieu of health for teachers employed less than 3/5 (60%) of the time and the pro-rata share of 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

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

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

Clawson Public Schools – 2026-2027 School Calendar

School Hours:	High School: 7:45 AM-2:37 PM	Middle School: 7:45 AM-2:37 PM	Elementary School: 8:15 AM-3:06 PM
Half-Day Dismissal Time (unless otherwise noted): High School 10:55 AM - Middle School: 10:55 AM - Elementary School: 11:25 AM			

AUGUST & SEPTEMBER		
August 25	Tuesday	District Provided Professional Development Day for Teachers
August 26	Wednesday	District Provided Professional Development Day for Teachers – CES Open House - Grades TK - 5
August 31	Monday	**FIRST DAY of SCHOOL**; Half Day AM All Students, Grades TK - 12
September 4 - 7	Fri - Mon	Labor Day Recess – NO SCHOOL
September 8	Tuesday	School Resumes - CMS & CHS Curriculum Night, Grades 6 - 12
OCTOBER		
October 12	Monday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
October 30	Friday	1st Mid-Semester – Half Day AM All Students, Grades TK - 12
NOVEMBER		
November 3	Tuesday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
November 11	Wednesday	Half Day AM CES, Grades TK - 5 CES Parent-Teacher Conferences – afternoon & evening
November 12	Thursday	Half Day AM All Students, Grades TK - 12 CES Parent-Teacher Conferences – afternoon CMS & CHS Parent-Teacher Conferences – afternoon & evening
Nov 25 - Nov 27	Weds - Fri	Thanksgiving Recess – NO SCHOOL
November 30	Monday	School Resumes
DECEMBER		
Dec 21 - Jan 1	Mon - Fri	Holiday Recess – NO SCHOOL
JANUARY		
January 4	Monday	School Resumes
January 18	Monday	Teacher Selected Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
January 21	Thursday	Half Day AM CES – **8:35 AM - 11:45 AM, Grades TK - 5** EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
January 22	Friday	End of 2nd Marking Period; Half Day AM CES - **8:35 AM - 11:45 AM, Grades TK - 5** End of 1st Semester; EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
FEBRUARY		
February 15 - 19	Mon - Fri	Mid-Winter Recess – NO SCHOOL
February 22	Monday	School Resumes
MARCH		
March 25	Thursday	2nd Mid-Semester – Half Day AM All Students, Grades TK - 12
March 26 - April 2	Fri - Fri	Spring Recess – NO SCHOOL
APRIL		
April 5	Monday	School Resumes
April 13	Tuesday	State Testing: Grades 8 - 12 - **Testing Schedule TBD** Grades TK – 12 Full Day
April 14	Wednesday	State Testing: Grades 6 - 8, 11 - **Testing Schedule TBD** Grades TK – 12 Full Day CES Parent-Teacher Conferences – evening
April 15	Thursday	State Testing: Grades 6 - 8 - **Testing Schedule TBD** CES Parent-Teacher Conferences – evening CMS & CHS Parent-Teacher Conferences – evening
April 16	Friday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
MAY		
May 28	Friday	Half Day AM All students, Grades TK - 12
May 31	Monday	Memorial Day – NO SCHOOL
JUNE		
June 1	Tuesday	School Resumes
June 10	Thursday	Half Day AM CES – **8:35 AM - 11:45 AM, Grades TK - 5** EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
June 11	Friday	**LAST DAY OF SCHOOL** End of 4th Marking Period; Half Day AM CES - **8:35 AM - 11:45 AM, Grades TK - 5** End of 2nd Semester; EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**

Approved 05/18/2026

Clawson Public Schools – 2027-2028 School Calendar

School Hours:	High School: 7:45 AM-2:37 PM	Middle School: 7:45 AM-2:37 PM	Elementary School: 8:15 AM-3:06 PM
Half-Day Dismissal Time (unless otherwise noted): High School 10:55 AM - Middle School: 10:55 AM - Elementary School: 11:25 AM			

AUGUST & SEPTEMBER		
August 24	Tuesday	District Provided Professional Development Day for Teachers
August 25	Wednesday	District Provided Professional Development Day for Teachers – CES Open House - Grades TK - 5
August 30	Monday	**FIRST DAY of SCHOOL**; Half Day AM All Students, Grades TK - 12
September 3 - 6	Fri - Mon	Labor Day Recess – NO SCHOOL
September 7	Tuesday	School Resumes - CMS & CHS Curriculum Night, Grades 6 - 12
OCTOBER		
October 11	Monday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
October 29	Friday	1st Mid-Semester – Half Day AM All Students, Grades TK - 12
NOVEMBER		
November 2	Tuesday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
November 10	Wednesday	Half Day AM CES, Grades TK - 5 CES Parent-Teacher Conferences – afternoon & evening
November 11	Thursday	Half Day AM All Students, Grades TK - 12 CES Parent-Teacher Conferences – afternoon CMS & CHS Parent-Teacher Conferences – afternoon & evening
Nov 24 - Nov 26	Weds - Fri	Thanksgiving Recess – NO SCHOOL
November 29	Monday	School Resumes
DECEMBER		
Dec 20 - Dec 31	Mon - Fri	Holiday Recess – NO SCHOOL
JANUARY		
January 3	Monday	School Resumes
January 17	Monday	Teacher Selected Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
January 20	Thursday	Half Day AM CES – **8:35 AM - 11:45 AM, Grades TK - 5** EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
January 21	Friday	End of 2nd Marking Period; Half Day AM CES - **8:35 AM - 11:45 AM, Grades TK - 5** End of 1st Semester; EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
FEBRUARY		
February 21 - 25	Mon - Fri	Mid-Winter Recess – NO SCHOOL
February 28	Monday	School Resumes
MARCH		
March 24	Friday	2nd Mid-Semester – Half Day AM All Students, Grades TK - 12
Mar 27 - Mar 31	Mon - Fri	Spring Recess – NO SCHOOL
APRIL		
April 3	Monday	School Resumes
April 11	Tuesday	State Testing: Grades 8 - 12 - **Testing Schedule TBD** Grades TK – 12 Full Day
April 12	Wednesday	State Testing: Grades 6 - 8, 11 - **Testing Schedule TBD** Grades TK – 12 Full Day
April 13	Thursday	State Testing: Grades 6 - 8 - **Testing Schedule TBD**
April 14	Friday	Good Friday – NO SCHOOL
April 19	Wednesday	CES Parent-Teacher Conferences – evening
April 20	Thursday	CES Parent-Teacher Conferences – evening CMS & CHS Parent-Teacher Conferences – evening
April 21	Friday	District Provided Professional Development Day for Teachers – NO SCHOOL FOR STUDENTS
MAY		
May 26	Friday	Half Day AM All students, Grades TK - 12
May 29	Monday	Memorial Day – NO SCHOOL
May 30	Tuesday	School Resumes
JUNE		
June 8	Thursday	Half Day AM CES – **8:35 AM - 11:45 AM, Grades TK - 5** EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**
June 9	Friday	**LAST DAY OF SCHOOL** End of 4th Marking Period; Half Day AM CES - **8:35 AM - 11:45 AM, Grades TK - 5** End of 2nd Semester; EXAMS Half Day AM CMS & CHS – **dismissal 11:25 AM, Grades 6 - 12**

Approved 05/18/2026

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 Teacher Evaluation Rubric

Clawson Public Schools
Anciliary Staff Evaluation Rubrics

Psychology

Social Work

Speech and Language Pathology

Counselors[1]

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

Professional Practice Rubric
Speech Pathologist

Domain 1: Planning and Preparation

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

Professional Practice Rubric
Speech Pathologist

Domain 2: Environment

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

Professional Practice Rubric
Speech Pathologist

Domain 3: Delivery of Service

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

Professional Practice Rubric
Speech Pathologist

Domain 4: Professional Responsibilities

Component		Distinguished (4)	Proficient (3)	Basic (2)	Unsatisfactory (1)
4A	**Reflecting on practice**	Therapist's reflection is highly accurate and perceptive, citing specific examples that were not fully successful for at least some students. Therapist draws on an extensive repertoire to suggest alternative strategies	Therapist's reflection provides an accurate and objective description of practice, citing specific positive and negative characteristics. Therapist makes some specific suggestions as to how the therapy program might be improved	Therapist's reflection on practice is moderately accurate and objective without citing specific examples, and with only global suggestions as to how it might be improved	Therapist does not reflect on practice, or the reflections are inaccurate or self-serving
4B	**Collaborating with teachers and administrators**	Therapist seeks out teachers and administrators to confer regarding cases, soliciting their perspectives on individual students	Therapist initiates contact with teachers and administrators to confer regarding individual cases	Therapist is available to staff for questions and planning and provides background material when requested	Therapist is 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

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	Psychologist's plan to evaluate the program is organized around clear goals and the collection of	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

	and a clear path toward improving the program on an ongoing basis	evidence to indicate the degree to which the goals have been met

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 and understanding of how the information is to be used for decision making and eligibility recommendations.	School Social Worker is partially able to interpret assessment results and make recommendations regarding eligibility.	School Social Worker demonstrates little understanding of eligibility criteria for special education or has chosen assessment techniques that are inappropriate.
1D	Provides ongoing assessments to document the students' continued emotional and social growth	School Social Worker's plan to complete ongoing assessments is highly sophisticated, with sources of supporting documentation and a clear path of improving service delivery based on student's progress toward achieving goals/objectives.	School Social Worker's plan to complete ongoing assessments is organized around the goals of the student and the supporting documentation indicates the degree to which the goals have been met.	School Social Worker has a rudimentary plan for ongoing assessments, with little supporting documentation.	School Social worker has no plan for ongoing assessment or resists suggestions that such assessments are necessary, or School Social Worker does not have supporting documentation of ongoing assessment.
1E	Assesses problems and situations interfering with the student's ability to make optimal use of the education experience	School Social Worker conducts detailed and individualized assessments of student needs to contribute to program planning and considers student needs as they relate to school, home, and community.	School Social Worker assesses student needs and knows the range of student needs within the school.	School Social Worker assessments of student needs are perfunctory.	School Social Worker does not assess student needs, or the assessment results in inaccurate conclusions.

Professional Practice Rubric
School Social Worker

Domain 2: Planning and Intervention

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

Professional Practice Rubric
School Social Worker

Domain 3: Plan for Services

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

Professional Practice Rubric
School Social Worker

Domain 4: Professional Responsibility

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

The Michigan School Counselor Association

School Counselor Evaluation Tool
2015

Counselor Annual Management Agreement
Counselor Evaluation Rubric
Counselor Evaluation Summary Sheet

Annual Management Agreement *

(Counselor/Principal Agreement)

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

School Counselor_____Year_____

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

Personal Growth Goal:_____

_____

Student Growth Goal: _____

_____

Counselor Evaluation Plan

Counselor Time: In the Counselor Time column, record the percent of time agreed upon for counselor activities related to the delivery of the school counseling program components.
Weight Assigned (Percentage): In the Weight Assigned column, record the percent of emphasis each area will receive.
Note: All components are required for a comprehensive school counseling program.

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

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

Planning and Managing the School Counseling Program

Program Planning and Results Documents

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

__ Annual Calendar
__ Curriculum Action Plan
__ Small-Group Action Plan
__ Closing-the-Gap Action Plans
__ Results Reports (from last year's action plans)

Professional Development

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

_____

Professional Collaboration and Responsibilities (Choose all that apply)

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

Budget Materials and Supplies

Annual Budget: $_____

Materials and supplies needed: _____
_____

School Counselor Availability/Office Organization

The school counseling office will be open for students/parents/teachers from _____to_____
Counselor hours from _____to_____ (if flexible scheduling is used)

The Role and Responsibilities Assumed by Other Staff and Volunteers

Responsibilities for the support services provided to the counseling team will be divided among the support services staff:
The counseling office assistant will: _____
The data manager/registrar will: _____
The attendance clerk will: _____
The testing coordinator will: _____
Other staff will: _____
Volunteers will: _____

School Counselor Signature _____

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

SCHOOL COUNSELOR PERFORMANCE EVALUATION RUBRIC

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

Counselor Name: _____ Date: _____

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

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

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

Total: _____ ÷ _____ = _____

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

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

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

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

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

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

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

* Will not be evaluated per administrator/counselor management agreement

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

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

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

Summary of School Counselor Performance Evaluation Rubric

Counselor Name: _____ Evaluator Name: _____
Date: _____

Instructions for evaluation:

Step 1: Transfer the Weight Assigned Percentage from the Annual Management Agreement for each area to the summary grid above. The total must equal 100%.
Step 2: Refer to the evaluation rubrics and divide the accumulated points by the number of scored items in each area. Skills labeled NA are not included in the calculations. For example, Area I has 3 skills. If skill #3 were NA, divide the total points earned by 2 for that section.
Step 3: Decide with your principal the extent to which you were successful in meeting your student growth goal. Assign a score of 0-3 (ineffective to highly effective), and place that score in the shaded column.
Step 4: Using the Weight Assigned Percentage as a whole number, multiply it by the Rubric Area Calculated score. Place that product in the final column.
Step 5: Overall Performance Rubric Rating: Total all the areas in the final column and divide the total score by 100 to get a final score. Use the table on the following page to determine the level of counselor effectiveness.

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

Ineffective	**0 - .70**	

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

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

INEFFECTIVE MINIMALLY EFFECTIVE EFFECTIVE HIGHLY EFFECTIVE

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

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

STRENGTHS

GROWTH AREAS

Employee Signature:	Administrator Signature:
Date:	Date:

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

APPENDIX "D"

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

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

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

Military Family Leave Entitlements

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

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member 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

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APPENDIX ”E”
DIGITAL RESOURCES

GRIEVANCE FORM LINK

IDP FORM LINK

MENTOR/MENTEE LOG LINK

Clawson Education Association
Grievance Form

Grievance Number		Contract Year 2025-2026	

Name of Grievant		Position	

Building Clawson Elementary School

Name of Appropriate Supervisor	
Date of Occurrence	

LEVEL 1 (15 days from occurrence to meet)

Date of meeting with appropriate supervisor	
Names of meeting participants	

LEVEL 2 (15 days from Level 1 meeting to submit form)

Date of submitting form	
Description of Grievance	
Collective Bargaining Agreement Article(s)/Section(s)	
Resolution Requested	

Signature of Grievant	

Appropriate Supervisor Decision (15 days from delivery of form)	
Signature of Appropriate Supervisor	
Was the grievance resolved at Level 2	Yes

LEVEL 3 (15 days from Level 2 decision to submit form)

Date of submitted form	
Date of meeting with Superintendent's Designee	
Names of meeting participants	

Superintendent's Designee Decision (15 days from delivery of form)	
Signature of Superintendent's Designee	
Was the grievance resolved at Level 3	Yes

LEVEL 4 (15 days from Level 3 decision to submit form)

Date of submitted form	
Date of meeting with Superintendent	
Names of meeting participants	

Superintendent's Decision (15 days from delivery of form)	
Signature of Superintendent	
Was the grievance resolved at Level 4	Yes