

MASTER AGREEMENT
BETWEEN
YALE PUBLIC SCHOOLS
and
YALE EDUCATION ASSOCIATION

July 1, 2022 - June 30, 2024

YALE PUBLIC SCHOOLS MASTER AGREEMENT

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This Agreement entered into this 1st day of July 2022 by and between the School District of Yale, hereinafter called the "Board" and the Yale Education Association, hereinafter called the "Association".

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employees Relations Act 379 of the Michigan Public Acts of 1965, to bargain with its employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the Association has been lawfully established as the legal representative of certain certificated employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION AND WAIVER

- A. The Board hereby recognizes the Yale Education Association as the exclusive and sole bargaining representative for all regular certified teaching personnel employed under annual or continuing contract by the Yale Board of Education including classroom teachers, special education teachers, guidance counselors, librarians, reading consultant, teachers under annual authorization, school social workers, and school psychologists.

Excluded are full or part-time supervisory, executive, or administrative personnel, business manager, Title I director, reading director, curriculum coordinator, director of community schools, adult education personnel, special education director, substitute teachers, per diem appointment teachers, aides and paraprofessionals, teachers in programs which are not part of the regular school year, noon period supervisors, and/or recreation personnel, office and clerical employees, custodial and maintenance employees, and all other employees of the Board or any other employer.

- B. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference to male teachers shall include female teachers.
- C. The Board agrees not to negotiate with any teachers' organization other than the YEA for the duration of this Agreement.
- D. The term "Board" shall include its officers and agents.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support any organization for the purpose of engaging in collective bargaining or negotiation and other legal concerted activities of mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any right conferred by the Act or other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in any union, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement. Nor can they be intimidated, coerced, or threatened for choosing not to join, remain in, or support the labor union.
- B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- C. The Board agrees to permit the use of school buildings without charge for the Association fifteen minutes after the close of the pupils' school day in a place as designated by the principal thereof, upon request to the principal of such building at least 24 hours in advance of such meetings. Said meetings not to exceed such time as the building is regularly serviced by the maintenance staff. All requests for building use after 6:00 p.m. or non-school days will conform to District policies.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the duty free lunch period or outside of regular school duty hours provided that this shall not interfere with or interrupt normal school operations.
- E. The Association shall have the right to post notices of its activities and matters of concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mailboxes for official and duly signed communications to teachers. Teachers may wear, while on school premises, insignia, pins or other identification of membership in the Association, provided such are in good taste as determined by the building principal or superintendent.

- F. Teachers shall be entitled to full rights of citizenship and no religious or political activities outside the classroom or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher and the private and personal life of any teacher is not within the concern of the Board of Education except to the extent that the same interferes with the student-teacher relationship and except that the Board specifically retains its rights of discharge, demotion, or retirement under Article IV, Section 38.101 Tenure Act of the Michigan General School Laws.
- G. The Board agrees to furnish to the Association in response to reasonable request from time to time all available public information and public records of the school district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint. Confidential files, not a matter of public record, shall not be subject to inspection without the express consent of the individual involved. The Board shall not be requested to compile data in any form not consistent with the usual practices of the District. Confidential records and materials which are received at the time of employment such as recommendations from colleges or other employers shall be exempt from observation of the individual and the Association.
- H. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, national origin, age, gender, sexual orientation, marital status.
- I. The Board agrees to allow authorized association reps a total of six (6) working days per year to be used for association business. The Board shall pay the salary of the teacher(s) and necessary substitutes for these days. The YEA shall pay all conference-related expenses. For association days in excess of six (6) days, the association will be responsible for paying the substitute costs and any retirement costs associated with the employee on leave. Notification of use of association days shall be submitted to the Superintendent at least five (5) days in advance, when possible. Association reps will be permitted to use work time for Association business, which shall be arranged with their building principal.

ARTICLE III

RIGHTS OF THE BOARD

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.

- B. Except as otherwise expressly provided by the terms of this Agreement, or by law, the determination of said rights, powers, authority, duties and responsibilities with regard to educational policies, the operation of the schools, and the direction of the professional staff are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

ARTICLE IV

PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or other plans or programs jointly approved by the Association and the Board. All written authorizations shall be filed by October 1 of each year. Late filing or changes must receive approval of the administrative office.

The District shall offer a Section 125 Plan including a Health Care Flexible Spending Account Plan, Dependent Care Flexible Spending Account Plan, and a Premium Conversion Option.

ARTICLE V

TEACHING HOURS AND CLASS LOADS

- A. The normal teaching day shall begin 10 minutes before the first teaching period of the day and end 10 minutes after the teachers last teaching period or extended as necessary to fulfill the contractual day before, after or during the pupil day. Teachers will be in their classrooms or at the doorway five minutes prior to the beginning of classes. Teachers will not leave their classrooms unsupervised at any time except in case of emergency and will attempt to get another teacher to check on their room during their absence. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time. Friday, and on days preceding holidays and vacations, the teachers' day shall end at the close of the pupils' day.
- B. The normal weekly teaching load in the elementary school shall not exceed 5.67 hours of pupil contact per day. The elementary teachers' normal total work day shall not exceed 7.17 consecutive hours. The normal weekly teaching load in the Junior and Senior High Schools shall be twenty-five (25) teaching periods or not to exceed 5.60 hours of pupil contact per day. The teachers' normal total work day at the secondary level shall not exceed 7.10 consecutive hours. Each classroom teacher shall have one preparation period per day of the same length as a teaching period. Because of the unique nature of their job, counselors and social workers shall not have a scheduled planning period, but shall work planning and preparation time into their daily schedule. Should the Board consider scheduling split schedules, the Board and Association shall meet to negotiate any hours and working conditions caused by such a schedule change prior to implementing any change in schedule.
- C. All secondary teachers shall be entitled to a duty-free lunch period of 30 minutes. All elementary teachers shall have a duty-free lunch period of 30 minutes. It shall be required that all elementary school pupils be on the playground at recess times and following lunch time, except for health reasons, or by permission or demand of the teacher, or except for inclement weather as determined by the principal.
1. The playgrounds shall be monitored by aides. When the weather does not permit out-of-doors activities during recess periods, the pupils shall remain in their own classrooms. A schedule shall be arranged so that each teacher will have at least one half of the recess period free.
 2. If in an elementary building the gym can be made available for play following lunch time or recess time, then the children shall be supervised there by the playground and lunchroom aides.
 3. There shall be aides to supervise the lunchroom at lunch time.

4. The aides for both lunchroom and playground shall be fully briefed and instructed at the beginning of the school year in respect to their duties.
 5. The elementary teachers in each building shall work together with the principal to formulate proper standards of behavior for the cafeteria and playground.
- D. Elementary teachers shall use the time during which their classes are under the direction of specialists for preparation.
- E. Substitutes shall be employed on all occasions of absences of the teacher whenever possible. At no time shall bargaining unit members be required to substitute for another teacher; however, they may do so on a voluntary basis. Substitutes and/or aides will be provided for up to three (3) half days per year for elementary classrooms while the teacher is conducting state and/or federally mandated assessments of individual students or for teachers to complete the necessary paperwork associated with the above mandated assessments.
- F. When a teacher teaches more than the normal teaching load as set forth in the Article, he/she shall receive additional compensation. The additional compensation shall be computed as follows: Total working days per Master Contract divided into total salary excluding pay for extra assignments.

The hours worked beyond the normal teaching load shall be based on the BA schedule of Schedule B beginning at step one (1) for the first year. If a teacher teaches an additional class beyond the normal teaching load the second year, the additional compensation shall be computed on step two (2) of the BA schedule. An additional step on the BA schedule shall be added for every year a teacher teaches beyond the normal teaching load as set forth in Schedule B of the Master Agreement.

Example— $26963 \div 185 \text{ days} = \$145.75/\text{day}$. $145.75 \div 5 \text{ hours} = \$29.15/\text{hr}$
The teacher works two hours beyond his/her normal teaching load ($29.15 \times 2 = \$58.30$). The teacher will be paid \$58.30 for the two hours beyond his/her normal teaching load.

If a break in service occurs, the teacher shall be paid at the step in which they were on prior to the break.

- G. Teachers may be required to attend staff meetings beyond the regular workday, for up to one (1) hour per session.

Up to eighteen (18) regularly scheduled meetings, which will be shared with staff at the beginning of the year, will occur as an extension of the school day (before or after school). Notice of meetings shall be provided in a reasonable timeframe (3-5 days) by the principal, shall be posted

1. Teachers may be required to attend up to four (4) evening meetings per year. Attendance at all other evening meetings shall be at the option of the individual teacher. Notice of all such meetings shall be given to the teachers, in writing, at least three (3) weeks in advance. If a scheduling problem arises, teachers shall arrange a time to make up conferences.
- H. If a teacher must be engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation they shall be released from regular duties without loss of salary.
- I. The parties recognize that children having special physical, mental and/or emotional problems may require specialized classroom experience. Special attention will be given to reducing class size where special students are placed in a regular classroom. The screening and placement of these children will be done by a committee which shall include the following personnel as the case demands: referring and receiving teachers (when possible), building principal, school psychologist, social worker, visiting teacher, speech therapist, doctor or nurse who has worked with the child, physical therapist, case worker, and a representative from the probable receiving program. In the event any certified special education students must be placed in a general classroom, such students shall be distributed equally among the teachers in that grade level in that building.

The employer recognizes and agrees that it will take any and all steps necessary, consistent with this agreement, in order to implement the provisions of this Article and meet the requirements of federal and state laws that a student with disabilities be educated in the least restrictive environment.

The Board will provide training for general education teachers receiving special needs students and all teachers having to serve medically fragile students. Teachers shall not be required to administer tracheotomy suctioning, clean intermittent catheterization, and tube feeding to students except in emergency situations.

- J. All Bargaining Unit members who substitute in another classroom and who carry out the lesson plan shall be paid \$35/period. Whenever a member is asked to sub on their prep period, they may choose to receive payment, or they may choose to receive comp time at a rate of 1 comp credit per instance. For every six (6) credits accumulated at the secondary level, the member will gain one personal day to be used at their discretion. For every eight (8) credits earned at the elementary level, the member will gain one personal day to be used at their discretion. Unused credits will be paid out at the end of the year and cannot be carried over. Personal days earned in this program may not be used adjacent to a holiday break. Staff may not earn more than one comp day per school year.

ARTICLE VI

TEACHING CONDITIONS

- A. Because the pupil-teacher ratio may be an important aspect of an effective educational program, the parties agree that class size should be lowered to meet the following standards. It is expressly understood, however, by both parties that the Board of Education reserves the right to establish class size, taking into consideration personnel availability, finances and facilities.

| | | <u>Per Class</u> | <u>Beginning 96/97</u> |
|----|-------------------------|--------------------------|------------------------|
| 1. | Elementary | | |
| | K-3 | 25 | |
| | 4-5 | 27 | |
| | 6 | 32 | |
| | | <u>Per Hour</u> | <u>Per Day</u> |
| 2. | Senior High | Beginning 93-94 | |
| | English | 32 | 150 |
| | Social Studies | 32 | 150 |
| | Math | 32 | 150 |
| | Science | 32 | 150 |
| | *Foreign Language | 32 | 150 |
| | Commercial: | Federal/State Guidelines | |
| | * B.S.T. | 32 | 150 |
| | Bookkeeping. Gen'l Bus. | 32 | 150 |
| | Band & Choir | No limit | |
| | Art | 32 | 150 |
| | Physical Education | 50 | 200 |
| | Reading Lab | 32 | 120 |
| | Health | 32 | 150 |
| 3. | Junior High | | |
| | English | 32 | 150 |
| | Social Studies | 32 | 150 |
| | Math | 32 | 150 |
| | Science | 32 | 150 |
| | Foreign Language | 32 | 150 |
| | Gen'l Bus. | 32 | 150 |
| | Employability Skills | 32 | 150 |
| | Reading Lab | 32 | 150 |
| | Band and Choir | No limit | |
| | Art | 32 | 150 |
| | Physical Education | 50 | 150 |
| | Computers | 32 | 150 |
| | Tech Lab | 2 per station | |

Change total students to be seen per week for secondary to 150.

This does not include band or physical education

* May be changed with consent of the teacher and principal.

4. When any class exceeds the hourly or daily limits, a conference shall be held between the involved teacher, involved principal, the Association building representative and the superintendent or designee. One of the following steps will be offered to resolve the overload:
 - a. adjust classes to attain class sizes below the maximum, if not possible then,
 - b. provide an instructional aide to assist the teacher unless the teacher and administration agree that an aide would not be beneficial, then
 - c. pay the teacher \$2.00 additional per hour per student over the maximum from the date of the overload, and for as long as the overload exists.
 - d. If the solution is a split/combo K-5 classroom, the teacher shall be additionally compensated one-fifth (1/5) of his/her daily salary excluding pay for extra assignments. Daily salary shall be based on the BA schedule of Schedule B, as provided in Article V of the Master Agreement.

- B. The Board recognizes that an appropriate variety of instructional tools are necessary to help students succeed academically. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall make every effort to implement all joint decisions thereon made by its representatives and the Association. The Board shall keep the schools equipped and maintained at State safety and health standards.

- C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining the high level of professional performance.

- D. The Board agrees to make available in each school copy machine facilities and/or printers and reasonable clerical personnel to aid teachers in the preparation of instructional material when possible.

- E. The Board shall provide:
 1. A desk in each room for teacher's use.
 2. Suitable closet space for each teacher to store coats and overshoes or some other suitable space.
 3. Copies of textbooks, teacher editions, for all courses a teacher may teach.
 4. Adequate lockable storage space for instructional material.
 5. Materials necessary for required teaching responsibility.

- F. To assist the district with cafeteria, patrol, bus and study hall duty, the Board agrees to engage aides in the high school, the junior high, and the elementary schools who will be responsible to the principal and/or teachers. The aides will assist in patrol duties, inventories of supplies and equipment, duplication of teaching materials, collecting monies for milk and lunch, and similar non-professional responsibilities.
- G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. If a teacher chooses to get their commercial driver's license and drive a school bus, this individual would be compensated to drive for 'extracurricular' runs per the transportation contract.
- H. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room for use as a faculty lounge. Provision for such facilities will be made in all future buildings.
- I. Present telephone facilities shall be made available to teachers for their reasonable use.
- J. Upon request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas.
- K. Adequate parking facilities shall be provided and properly maintained exclusively for teacher use.
- L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

- A. The Board will observe the rules and regulations formulated by the State Department of Education regarding Teacher Certification.
- B. Any assignments to extra duties enumerated in Schedule B1 shall not be obligatory but shall be with the consent of the teacher. The Board reserves the right to annually make assignments for extra duties and no teacher shall acquire seniority or rights of employment in extra duty assignments. Teachers shall be notified of re-appointment to their coaching position no later than June 1 of the current school year. This assignment shall be final unless there is a teaching assignment change which precludes the coaching assignment.

If a teacher holding a position on Schedule B1 does not desire this position for the coming year, he shall notify the Board thirty (30) days before the end of the school year of his intentions. The YEA President will be notified of extra-duty assignment vacancies. If a sport or activity is canceled due to financial reasons, the coach and/or sponsor will not be recompensed for that sport or activity. Coaches who are not re-appointed shall be afforded a hearing with the administration at which time the reasons will be specified.

- C. Prior to instituting student and/or intern teaching programs, the Board will consult with the Association. If the Board institutes such a program, assignments shall be voluntary, and the Board will not exercise any coercive actions against teachers.
- D. At the secondary level, efforts will be made to limit preps to four or less classes/sections whenever possible with consideration given to teacher certification. Teachers may be consulted about the need to have multiple preps.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Notification of vacancies will be sent out to teachers via email and placed on the District Website.
- B. Any teacher who shall be transferred to a supervisory or administrative position and shall later return to a teacher status shall be entitled to retain such seniority rights as he may have had under this Agreement prior to such transfer. Seniority will not accumulate during administrative tenure.

ARTICLE IX

ILLNESS AND DISABILITY

- A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) days per school year with pay which may be used for the following reasons:
1. Personal illness.
 2. Illness in the immediate family (spouse, children, (grand)parents, parents-in-law). The definition of immediate family may be expanded prior to the opening of each school year on an individual basis subject to verification of such dependency and approval of the superintendent.
 3. Attendance at the funeral of a person whose relationship to the teacher warrants such attention is at the discretion of the superintendent.
 4. A pregnant employee shall have the right to use accumulated sick leave benefits for maternity related illness or disability.
 5. Birth, adoption or foster care of a child.
Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.
 6. The above sick leave shall be subject to the following:
 - a. Teachers shall be required to notify the appropriate personnel in the event of an absence due to personal, critical or emergency illness a minimum of 90 minutes before the teacher is to report, of the expected day's absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do so. In order to be eligible for payment for the day of absence without notification to the principal for the time herein above specified, it will be necessary for the teacher to file with him a written statement concerning reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification.
 - b. Notification for leave for a funeral or death of a person is expected as soon as practicable to the superintendent or the building principal.
 - c. Sick leave days herein above granted, which remain unused, shall be allowed to accumulate, from year to year, to a maximum of 120 days. The rate of pay for each unused sick day shall be \$40.00 per day, unless you qualify for the sick leave program.
 - d. Administration reserves the right to require a doctor's certificate or other evidence of illness after three (3) successive days of absence. On the fifth (5th) cumulative day of absence, teachers may be required to furnish medical certification of absence.
- The parties agree that abuses of sick leave are violations of the ethical standards of the teaching profession and may subject the teacher to disciplinary action.

e. Sick Leave (Sp.) Incentive Program

Teachers who buy back to 90 days are automatically enrolled in the Sick Leave Incentive Program. To be eligible for the Sick Leave Incentive by teaching appropriate student behavior and maintaining clear expectations. Program a teacher must have 90 accumulated sick days prior to the start of the school year. If they start the year with 90 sick days they will be paid according to the chart for each unused sick day for that year, at the end of the same year. To be eligible the following year each teacher must start the year with 90 sick days. To begin in the program, any days in excess of 90 will be bought back at a rate of \$40 per day (e.g. 125 days - 35 would be purchased at \$40). After days have been bought back to 90, excess days (over 90) at the end of each year will be bought back according to the incentive schedule below. When a teacher retires or leaves the district with 10 years of service the District will buy back the remaining unused sick days at \$40 per day (the 90 if you have them).

Members shall notify the business office no later than October 1st of the school year of their intent to receive pay for unused sick days. The decision to participate or not to participate in this option cannot be changed during the school year after the October 1st date.

Example: The teacher starts year one with 85 sick days. Ends year one with 95 sick days. Five days will be purchased at \$40 per day. Teacher will start year two with 90 sick days and be Eligible for the Sick Leave Incentive Program for year two.

Attendance Incentive - for each unused sick leave day:

| | | | | |
|---------|-----------------|--------|---|--------------|
| 14 days | -\$100./per day | 7 days | - | \$65.per day |
| 13 days | - 95. | 6 days | - | 50. |
| 12 days | - 90. | 5 days | - | 40. |
| 11 days | - 85. | 4 days | - | 40. |
| 10 days | - 80. | 3 days | - | 40. |
| 9 days | - 75. | 2 days | - | 40. |
| 8 days | - 70. | 1 day | - | 40. |

B. Bereavement. An employee shall be allowed up to five (5) working days which shall not be deducted from sick leave, for a death in the immediate family. Immediate family members are defined as :

Mother, Step-Mother, Father, Step-Father, Brother, Brother/Sister In-Law. Sister, Spouse, Child, Step-Child, Mother-In-Law, Father-In-Law, Grandparents, Grandchildren. This list may be expanded to include other significant relationships at the discretion of the Superintendent.

All other requests for bereavement will be granted at the discretion of the Superintendent after review by the building principal.

- C. In case of injury to an employee while working for the Board of Education, which would be covered under worker's compensation, the employee will receive the difference between the worker's compensation allowed and his full salary, but not in excess of the amount of salary in his sick leave credit.
- D. The Board of Education will cooperate in the operation of a sick leave bank. All certified professional personnel of the bargaining unit with one year service in the district may participate in the bank on a voluntary basis.
1. The bank shall have a minimum of one hundred sixty (160) days. When the bank drops below the minimum, each teacher shall donate an additional sick leave day to the bank at the beginning of the next semester.
 2. A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
 3. A teacher must first exhaust all personal sick leave before being eligible to use days from the sick bank. The first twenty-four (24) days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated sick leave or absence without pay. A maximum of one hundred sixty (160) consecutive work days for each incident shall be allowed.
 4. Persons withdrawing sick leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
 5. A Medical Report will accompany Sick Leave Withdrawal forms, which will be made in duplicate, the original to be filed at the Board of Education office in the personnel file of the applicant. A duplicate will be kept on file by the Sick Bank Committee at the Association office. Additional medical reports must be submitted every two (2) weeks while in the bank to the Association and the Board.
 6. The sick leave will be controlled by the Association's Executive Council, which will serve as the Sick Bank Committee.
 7. The Association will collect authorization cards that must be forwarded to the Personnel office by the time specified in "1". The original will be kept on file in the Board office.
 8. Teachers who are members of the sick bank who are on leave of absence shall continue in the sick bank unless they request withdrawal.
 - a. Teachers who are on non-compensated leaves of absence are not eligible to apply for sick bank coverage.

- E. Teachers who have served in the Yale School District for ten (10) consecutive years shall, upon termination, receive payment of \$40.00 per day for all accumulated sick leave days. Termination shall not be retroactive. In case of death, the survivor named by the teacher shall receive payment.

ARTICLE X

PERSONAL BUSINESS

- A. At the beginning of each school year, each teacher shall be credited with four (4) personal business days which shall not require the teacher to state reasons. No more than two (2) of these days may be used consecutively without prior approval of the Superintendent. If unused, these days shall be added to a teacher's accumulated sick days. Personal Business days may not be used the day before or after holidays without the Superintendent's approval.

JURY DUTY

- A. Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service; provided a statement from the court, certifying the days of service, is filed with the Board.
- B. Personnel subpoenaed as a witness to appear in court will not be penalized in Loss of pay, sick days, or other benefits for absences due to such appearance, provided the subpoena is filed with the Board.
- C. The individual will remit to the Board the amount of salary compensation received for such duty from the court.

ARTICLE XI

SABBATICAL LEAVE

- A. The Board of Education reserves the right to select a teacher for sabbatical leave. The Board shall make a decision prior to April 1 of the year preceding the leave. The teacher selected for such leave shall receive one-half salary plus insurance benefits.
- B. The teacher on return from sabbatical leave shall be reassigned at the discretion of the Board and shall receive no less than the salary he would be entitled to if he had taught in the district during such leave.
- C. No more than one teacher shall be selected in any school year and nothing in this Article requires the Board to make a selection annually.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

- A. Leave of absence of up to two years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, Teachers Corps or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to this professional responsibilities; provided said teacher states in writing his intention to return to the school system at the end of his leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule that he was when he left.
- B. Military leave shall be granted in accordance with Universal Military Training Act. During times of National emergency, teachers who voluntarily enlist shall be afforded the same benefits.
- C. A leave of absence of up to two years shall be granted to any teacher upon application for the purpose of serving as a duly elected state officer of the Association. Upon return from such leave, said teacher shall be placed at the same position on the salary schedule as he was when he left.
- D. A leave of absence without pay shall be granted upon application for the purposes of campaigning for or serving in a public office providing that notice of such intent is given by July 1 or sixty (60) days prior to the beginning of the second semester of the school year for which the application is made.
Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left, provided however, that the Board may grant experience credit on the salary schedule if the public office was in a field related to the instructional area of the teacher. Consideration of such credit must be made prior to the granting of the leave of absence.
- E. Upon written application, at least thirty days in advance of leave, an unpaid leave of absence of up to one year, or until the beginning of the nearest marking period (not to exceed one (1) year), for the purpose of childcare shall be granted.
1. An extension of childcare leave beyond one year may be granted by the Board provided a written request for the extension is submitted at least sixty (60) days prior to the expiration of the original leave. A written notification by the teacher of intent to return to work shall be submitted to the superintendent's office at least sixty (60) days prior to the expiration of the leave. An employee will not receive scheduled increases in salary or seniority credit during such leaves.
 2. Return from childcare leave prior to the termination of the leave may be approved by the Board at the request of the employee.
 3. An employee adopting a child may receive a leave under this provision which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

- F. A leave of absence for up to one year without pay may, upon approval of the Board, be granted for study related to the teacher's licensed field, study to meet eligibility requirements for license other than that held by the teacher, and study, research, or special teaching assignment. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left. If, at the discretion of the Board, such leave will result in an advantage to the school system, the Board may grant equal experience on the salary schedule.
- G. Upon written request, a leave of absence for an illness in the teacher's immediate family may be granted for a period not to exceed one (1) year renewable at the discretion of the Board. Said leave shall be without pay or advancement on the salary schedule. Immediate family shall be defined as mother, father, spouse, child or sibling when under the care of the teacher or others upon approval by the superintendent.
- H. A teacher who does not qualify for a leave authorized by this Agreement may, upon the approval of the superintendent, be granted an extended leave of absence for special personal reasons. Such leave shall be without salary and may not exceed a period of one (1) year. The teacher requesting the leave shall give definite assurance in writing that they intend to return to the employment of the Board following termination of the leave.
- I. In order to be eligible to return from a leave of absence, each teacher must notify the Board of Education at least sixty (60) days prior to the specified termination date of the leave of absence of his intent to return to employment with the Yale School District.
- J. Teachers granted leave of absence shall upon their return retain the same tenure status as when they left.
- K. The Board retains its right under the Tenure Act to grant leaves of absence without request because of physical or mental disability. Any such action taken must be based upon appropriate evidence.
- L. Re-employment for any leave of absence shall be on the date established by the Board when granting the leave.
- M. Any teacher on leave of absence may request re-employment prior to the termination of the leave.

ARTICLE XIII

REDUCTION OF PERSONNEL

- A. In the event of a need to lay off bargaining unit members, the District shall make appropriate staff reductions. The Board shall identify the reasons for staff reductions. The Administration shall review the proposed actions with the Association at least ten (10) days prior to Board action. The Board shall determine the number of members to be affected.

- B. Seniority is defined as the length of continuous service within the bargaining unit commencing with the teacher's first day of work. If more than one individual has the same first day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and affected bargaining unit members will be notified in writing of the date, place, and time of the drawing and will be allowed to attend. The drawing shall be held within one month of the opening date of school. Seniority shall be retained but shall not continue to accumulate during layoff and/or unpaid leaves of absence granted by the Board. Any teacher who shall be transferred to a non-bargaining unit position and shall later return to a bargaining unit position shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer if the teacher's previous position or a substantially equivalent position is available.

ARTICLE XIV

TEACHER EVALUATION

Yale Public Schools shall comply with the requirements set forth by MCL 380.1249 with regard to teacher evaluation. As such, teachers will be evaluated using the state approved and district-adopted evaluation tool.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects.
- B. Any teacher who is requested by the Board to enroll in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teachers Education) accredited college or university shall receive full reimbursement from the Board of Education for his tuition, books, meals, lodging and transportation expenses upon the successful completion of such course. The amount of this reimbursement shall be predetermined.
- C. The Board will continue its policy of providing all or part of the expenses for teachers to attend professional conferences within the limitations of the budget and upon the approval of the principal and superintendent. Expenses appropriate shall be travel, meals, lodging, registration fees and costs of providing a substitute teacher needed to relieve the participant.
Requests for such permission to attend conferences at the expense of the Board shall be made in writing at least 45 calendar days prior to the date of the conference if possible. A full and complete conference agenda must be submitted with the request.
- D. District mandated professional development that requires an individual attendance beyond the employee's contracted time shall be compensated at the rate of:
- \$ 50 per half day PD
- \$100 per full day PD
Notable Exceptions:
- Employees who are provided a stipend for attendance from another source, will not be eligible for district provided payment.
- E. The administration will work with the Association to arrange for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers may attend such programs.
- F. The Board may request a teacher, or teachers, to attend certain professional conferences or school visitations at the Board's expense. This request shall be made to the teacher in writing at least twenty (20) days prior to the conference.

G. Mentor Teachers

1. When bargaining unit members are used as mentor teachers such participation shall be voluntary on their part, but selection of the mentor teacher will be made by the building administrator of the mentee. Mentor teachers will be tenured.
2. All Training for the mentor teacher shall be provided by the district or RESA and shall be scheduled during regular school hours for the mentor teacher, if possible. A Mentor teacher shall be compensated at an hourly rate for the training time if it is beyond the normal school day (teacher sub hourly rate).
3. Every effort will be made to match mentor teachers and mentees in the same building and area of certification.
4. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.
5. Full-time district employees will have no more than two mentees.
6. Although the optimum arrangement would be for the mentor and mentee to work together for three (3) years, either party may opt out with the approval of the building administrator at any time during this agreement. It is noted that the best time for a change would be in June.

ARTICLE XVI
SCHOOL CALENDER

- A. The school calendar shall be as set forth in Schedule A and will include 180/182 student/teacher days. The Board and the Association shall meet each year of this agreement to negotiate a school calendar for the following school year before the end of May.

ARTICLE XVII

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement.
- B. The superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given credit in excess of his teaching or related experience, but may be placed at any step up to his experience. Signing of an individual contract by a teacher shall constitute agreement with the placement and shall not be subject to the grievance procedure.
- C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.
- D. Teachers involved in extra duty assignments set forth in Schedule B1 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Schedule C without deviation. Fifteen (15) days after completion of the activity, compensation will be issued with the next regular pay.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance which shall be set at the IRS maximum rate allowable per mile. The same allowance shall be given for use of personal cars for field trips or other business for the district.
- F. Teachers shall have the option of choosing one of the following methods of payment: 21 equal pays, 21 equal pays plus 1, or 26 equal pays. (21 plus 1 pay equals 21 pays at the 26 pay rate plus one summer check totaling the other 5 pays). (27 pays when needed)
- G. Teachers will receive a retention bonus of \$290 on the second pay of September.
- H. Pursuant to the Merit Pay Provisions in Sections 1249/1250 of the Revised School Code, all individuals covered by the Master Agreement shall receive an off-schedule Merit Payment not later than June 30th of each academic year provided:
 - The overall Proficiency results are at or above identified State levels in the content areas of ELA and Math.
 - Merit payments of \$10/individual shall be linked by building level performance.

ARTICLE XVIII

STUDENT DISCIPLINE

- A. Both the Association and the Board recognize that teaching effectiveness is enhanced by teaching appropriate student behavior and maintaining clear expectations. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in their normal and reasonable disciplinary procedures. Teachers recognize that they bear a responsibility for maintaining proper control and discipline in the school building. It is recognized that discipline problems are less likely to occur in classes where a high level of teaching is being done. It is likewise recognized that when discipline problems do occur, disciplinary action should be constructive and based on restorative practices. Counseling, encouragement, praise and emphasis upon the child's desirable characteristics are generally more effective than penalty alone. Teachers also recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in full accordance with established Board and Administrative policies.
- B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing and the pupil's parents will be notified of the exclusion. The pupil may not be returned to the class until after communication between the principal and the teacher. If the pupil is excluded from class for a second time for the same reason, he or she shall not be returned to the class until after consultation with the principal, teacher and parent.
- C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- D. Teachers shall not inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances.

Teachers may use reasonable physical force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary:

- a. For self-defense or the defense of another.
- b. To prevent a pupil from inflicting harm on himself or herself.
- c. To quell a disturbance that threatens physical injury to any person.
Key identified and trained personnel must be contacted when these situations arise.

- d. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.

In determining whether a teacher has acted in accordance with the above, deference shall be given to reasonable good-faith judgments made by the teacher.

The Board shall develop and implement a code of student conduct and shall enforce its provisions with regard to pupil misconduct in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school sponsored activity or event whether or not it is held on school premises.

As used in this section, "corporal punishment" means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or other physical force used as a means of discipline. Corporal punishment does not include physical pain caused by reasonable physical activities associated with athletic training.

ARTICLE XIX

INSURANCE PROTECTION

- A. Dependent upon Board Action (i.e. "Hard-Cap" or 80/20) the District agrees to pay the legal maximum amount toward health premiums or deductibles each fiscal year of the contract. Employee Benefits in the areas of Dental, Vision, Life, LTD, et al, are not affected by the "Hard-Cap" or 80/20 Legislation at this time. Employee groups must make an annual medical insurance carrier selection from an approved vendor list and notify the district by May 1st prior to the applicable fiscal year. Duplication of benefits will not be provided in this plan. Effective July 1, 2014 the Board agrees to furnish all regular full-time teachers, excluding substitute and per diem teachers the following insurance protection.
1. Health plans through MESSA will be offered.
 2. Delta Dental 80/80/80, \$1500 plus the corresponding adult orthodontic rider, including internal coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
 3. Term Life Insurance coverage of \$55,000 including accidental death and dismemberment.
 4. VSPIII.
 5. MESSA/LTD (long term disability) insurance providing 2/3's of the employee's monthly salary to a maximum of \$4000 per month after a straight waiting period of 90 calendar days, with 2 year coverage for mental/nervous and drug/alcohol disabilities and freeze on offsets to age 65.

Plan B for those teachers who are covered by another health insurance plan.

1. Stipend of \$1,600 to be paid to members who opt out of Health Insurance
Stipend of \$2,500 to be paid to members who opt out of Health Insurance if minimum of thirteen (13) opt out.
Stipend of \$3,600 to be paid to members who opt out of Health Insurance if a minimum of twenty (20) opt out.

Determination of Cash in Lieu Payments will be made based upon the number of individuals not taking Health Insurance coverage on the last day of 1st Semester of the secondary calendar. All Cash in Lieu payments will be paid in June.

2. Dental - same as Plan A.
3. Life Insurance - \$60,000
4. Vision - same as Plan A.
5. LTD - same as Plan A.

- B. Teachers leaving at the end of the school year shall have coverage paid through the next August 31st. Notable exception for retirees:
Teachers leaving at the end of the year for the purpose of retirement will have insurance coverage cease on the last day of the month before retirement (i.e. Last date of "work" is June 30, 2020 with an effective July 1, 2020 retirement date. Therefore, insurance benefits will terminate as of June 30, 2020).
- C. Each individual member will be required to fulfill a co-payment equal to the "Hard-Cap" or 20% (Dependent upon board action). This co-payment will be deducted from the employee in equal amounts on the pays schedule.
- D. The School District is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. The Board shall notify the Association ten (10) days prior to such coverage being terminated.
- E. Teachers employed less than full-time shall have their insurance benefits prorated.
- F. During the life of this Agreement, the parties agree to form a committee to study the issue of insurance cost containment. The committee shall consist of three members appointed by the Administration and three members appointed by the Association.

ARTICLE XX

GRIEVANCE PROCEDURE AND ARBITRATION

Section I

A grievance is defined as a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. If any such grievance arises, there shall be no stoppage of work because of such grievance; but such grievance shall be submitted to the following Grievance and Arbitration Procedures.

An individual teacher shall have the right at any time under Step I to present his own personal grievance and to have the grievance fully adjusted without the intervention of the Association or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement.

Section II

Within twenty (20) days of the time an alleged grievance arises, the teacher, in conference, shall present the grievance to his principal, requesting an adjustment consistent with the terms of this Agreement. The principal shall orally respond to the request within ten (10) days following this conference. Should the principal fail to respond, or if the teacher is not satisfied, he may proceed to Step II.

Step II. The teacher and/or the Association shall file a written grievance report with the principal within ten (10) days following the failure of the principal to respond or receipt of an unsatisfactory response in Step I. Within ten (10) days following the receipt of the grievance report, the principal shall confer with the Association representative regarding the grievance. Within ten (10) days following this conference, the principal shall issue a statement in writing to the Association representative and the teacher outlining the disposition of the grievance and the reasons for the decision. Should the principal fail to respond, or his decision be unsatisfactory to the Association, the grievance may be continued at Step III.

Step III. The Association shall submit the statement of grievance and response of the principal to the superintendent within ten (10) days following the receipt of the response or the failure of the principal to respond in Step II. Within ten (10) days following the receipt of the statement of grievance, the superintendent shall confer with the Association representative regarding the grievance. Within ten (10) days following this conference, the superintendent shall issue a statement in writing to the Association outlining the disposition of the grievance and the reasons for the decision. Should the superintendent fail to respond or should his disposition of the grievance be unsatisfactory to the Association, the grievance may be continued at Step IV.

Step IV. The Association shall submit the statement of grievance and copies of the responses of the principal and the superintendent to the secretary of the Board within ten (10) days following the receipt of the response or the failure of the superintendent to respond in Step III. The Board shall, within thirty (30) days, conduct a hearing either private or public as mutually agreed upon by the Board and Association, allowing both the teacher and the Association to testify on the grievance. Within ten (10) days following the hearing, the Board shall advise the Association in writing of its disposition of the grievance. Should the Board fail to respond or should its disposition prove unsatisfactory to the Association, the grievance may be continued at Step V.

Step V. Either the Association or the Board may appeal the dispute to an impartial Arbitrator under and in accordance with the rules of the American Arbitration Association. It shall be the function of the Arbitrator and he shall be empowered, except as his powers are limited below, after due investigation, to render a decision in grievance as defined in Section I.

- a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. He shall have no power to establish wage scales or change any wage.
- c. He shall have no power to change any practice, policy or rule of the Board.
- d. He shall have no power to decide any question which under this Agreement is within the right of the Board to decide. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
- e. If either party disputes the arbitrability of any grievance under terms of this Agreement, the Arbitrator shall first hear the issue of arbitrability and then proceed to hear the merits of the case only after ruling the grievance arbitrable.
- f. He shall have no power to interpret State and/or Federal law, nor shall he hear any matter involving constitutional rights even though all teachers retain such rights under provisions of this contract; however, he shall be able to cite case law in making his award.
- g. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

There shall be no appeal from an Arbitrator's decision. It shall be binding on the Association, the teacher or teachers involved and the Board except as provided by law.

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section III

If the grievance involves more than one school building, it may be filed with the superintendent beginning at Step I.

All references to days in the Article shall mean school days.

Section IV

The following matters shall not proceed past the fourth step of the grievance procedure:

- a. The termination of services of or failure to re-employ any probationary teacher.
- b. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- c. Any matter involving the results of teacher evaluation.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion). **Further, it is understood that anything which is prohibited is not grievable or arbitrable. (i.e. assignments, layoff/recall, discipline/discharge, evaluation/observations, merit pay).**

ARTICLE XXI

INSTRUCTIONAL PROGRAM DEVELOPMENT

- A. Department heads shall be employed in each core area at the Junior High and High School plus an elective representative and the department in focus at the elementary.
- B. The Board will seek the assistance and advice of its professional employees regarding curriculum development, courses of study, textbooks, pupil testing, teaching techniques, professional practices and other matters consistent with the philosophy and educational goals of the district.
- C. Each teacher should contribute his time and effort whenever asked to do so in the study and formation of a report on those aforementioned matters. Appointment to various committees will be made by the administration with prior consultation with the Association of the matters to be studied.
- D. Committee reports will be referred to the Association prior to a presentation to the Board. All such committees shall serve in an advisory capacity only, and failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance. The Board shall respond to all recommendations within 30 days.
- E. Participation on school improvement committees shall be voluntary and participation (or non-participation) shall not be used as a criterion for evaluation.
- F. The Building Handbooks will be uniformly written and administered among the buildings within each level.

ARTICLE XXII

NEGOTIATION PROCEDURES

- A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- B. The YEA may request monthly meetings with the superintendent to discuss implementation of the contract. The YEA will submit an agenda to the superintendent seven (7) days prior to said meeting date. If the superintendent wishes to add items to the agenda, he shall notify the YEA of the additions three (3) days before the weekly date. The seven (7) days may be varied upon mutual consent.
- C. When a mutually acceptable amendment of the Agreement results, it will only become valid when ratified by the Board and the Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- E. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.
- F. The parties agree to negotiate the working conditions "quality" legislative changes passed in 1993.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Individual contracts shall be signed by all new employees at the time of their employment. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreement to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. Individual contract shall include a statement of the teacher's annual salary and position of the salary schedule, the amount of any extra pay and the position for which the pay is received, a statement of the teacher's accumulated sick leave, and a provision for reduction of staff.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. The Association and Board recognizing that Article III, Section 1 of the Michigan Teacher Tenure Act makes tenure in a position other than as a classroom teacher subject to contract, agree that no employee of the Board shall be deemed to have tenure in any position other than as a classroom teacher.

ARTICLE XXIV

CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association and any or all teachers accordingly agree that they will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike as defined by Section I of the Public Employment Relations Act.

- B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.
- C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit.
- D. When the school system is closed as a result of inclement weather or other acts of God, teachers shall not be required to report. Teachers shall be paid, with no loss of sick days or personal leave days, for all such days when school is closed, except as limited below:
 - 1. In the event that the district is required to make up or reschedule student attendance days in order to meet minimum state requirements, the following provisions shall apply:
 - a. Paragraph D above shall continue in effect.
 - b. Teachers may be required to make up rescheduled student attendance days and will be compensated as described in paragraphs (c) and (d) below:
 - c. If school is canceled for the entire day before teachers have reported for work, teachers shall receive no additional compensation for the rescheduled student attendance day(s). The only exception shall be if the rescheduled day(s) cannot be counted in which case paragraph (d) shall apply.
 - d. If school is canceled after the normal starting time of teachers, and the day cannot be counted as one of the 180 days of student instruction, the day may be rescheduled.

Teachers will be paid additional prorated salary based on their regular rate of pay for all hours worked on the canceled day.

The rescheduled day shall be considered part of the 180 – day requirement with no other additional pay.
 - e. If school is canceled after the normal starting time of teachers and the day can be counted as one of the 180 student days, there shall be no additional compensation, and the day will not be rescheduled.
 - 2. Rescheduling of student instruction days shall occur at the end of the school year following the last day of scheduled classes in June or a mutually agreed upon date.

- a. If classes are canceled, or dismissed early, teachers will not be required to be in attendance during that period of time.
- b. When the start of classes for students is delayed, teachers should make every effort to be in attendance as soon as safely possible.
- c. When buses are delayed due to inclement weather, teachers will be required to be in attendance as soon as safely possible.

ARTICLE XXV

VOLUNTARY JOB SHARING PROGRAM

- A. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. The purpose of this program is to allow two teachers to share a single full time assignment.
- B. It is expressly understood that this voluntary pairing, otherwise known as "Job Sharing", shall not occur if the pairing results in the layoff, involuntary transfer, or the attrition from a building of a full time teacher. No teacher in the district shall be involuntarily transferred in order to create shared time positions. The voluntary sharing of a single position by two teachers likewise shall not occur if such sharing prevents the recall of a laid off teacher.
- C. Teachers wishing to participate in the job sharing program shall notify the Superintendent by March 15, by completing an application on a form mutually agreed upon by the Board and the Association. Later applications may be considered by the Superintendent.
- D. The position to be shared shall be mutually agreed to by the teachers and the administration.
- E. The job sharing position shall be effective for one school year. The individuals, however, may initiate a request to continue their pairing for an additional year as a team or with a new partner.
- F. At the conclusion of the school year, both teachers will return to a full time assignment, subject to the provisions of Article XIII.
- G. The building principal will have the opportunity to interview teachers who wish to job share in his/her building.
- H. All other articles of the master agreement shall remain in full force and effect.
- I. Teachers participating in the job sharing program shall receive a full year of seniority.
- J. Job sharing rotations for secondary and intermediate may be:
 - 1. 60% full year
 - 2. 40% full year
 - 3. 60/40% full year (teachers alternate at semesters)
- K. Job sharing rotations for elementary may be:
 - 1. Half days or a
 - 2. Prearranged schedule

L. The program will operate on a cost basis as follows:

1. Teachers shall receive their regular salary prorated for the percentage of time worked. (For example, two teachers sharing a position on a 50-50% basis would each receive 50 percent of their respective regular salaries.) **The combined salaries of two teachers sharing a position shall not result in payment over 100 percent.** The experience and educational step for the teacher will be the same as he would be entitled to if employed on a full-time basis. Teachers in the job sharing program shall advance a full step on the salary schedule for the following school year.
2. The Board shall prorate all fringe benefits for all teachers participating in this program in the same manner as outlined in paragraph M-1 above, subject to the rules of the carrier.
3. Under no circumstances will the district compensate employees in an amount greater than the cost of one (1) full-time teacher.

N. Additional Requirements

1. Both teachers will attend District Professional Development days unless specifically excused by their immediate supervisor.
2. Both teachers will attend Parent Teacher Conferences and School Improvement related staff meetings unless specifically excused by their administrator.

ARTICLE XXVI

DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2022 and shall continue in effect until June 30, 2024. If neither party gives written notice to the other of a desire to reopen this agreement at least 90 days prior to the expiration date, this agreement shall automatically be extended for one additional year.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
Kelly Hossack, Co-President YEA

By _____
Mr. Peter M. Bullard
President Board of Education
Negotiating Chairperson
Committee of the Board

By _____
Kate Favre, Co-President YEA

By _____
,
Negotiating Committee of the Board

By _____
John Creasey, MEA,
Negotiating Committee

By _____
,
Negotiating Committee of the Board

ARTICLE XXVII

CONTRACT REVIEW

The parties do hereby agree that from time to time during the life of this agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a letter of agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this agreement.

YALE PUBLIC SCHOOLS SCHEDULE B

| TEACHER 3% on and 2% off for 2022/2023 | | | | |
|---|--------------|--------------|--------------|--------------|
| | BA | MA | MA+15 | MA+30 |
| | 21/22 | 21/22 | 21/22 | 21/22 |
| 1 | 41086 | 45977 | 48965 | 51109 |
| 2 | 42947 | 48123 | 51109 | 53317 |
| 3 | 44817 | 50333 | 53317 | 55646 |
| 4 | 47061 | 52664 | 55646 | 58262 |
| 5 | 49299 | 55278 | 58262 | 60876 |
| 6 | 52115 | 58323 | 61328 | 64276 |
| 7 | 54562 | 61274 | 64276 | 67406 |
| 8 | 57017 | 64093 | 67406 | 69677 |
| 9 | 59805 | 66664 | 69677 | 74564 |
| 10 | 65726 | 73453 | 76604 | 79831 |

| TEACHER 2% on and 2.5% off for 2023-2024 | | | | |
|---|--------------|--------------|--------------|--------------|
| | BA | MA | MA+15 | MA+30 |
| | 21/22 | 21/22 | 21/22 | 21/22 |
| 1 | 42117 | 47131 | 50194 | 52392 |
| 2 | 44025 | 49331 | 52392 | 54655 |
| 3 | 45942 | 51596 | 54655 | 57042 |
| 4 | 48242 | 53986 | 57042 | 59725 |
| 5 | 50536 | 56665 | 59725 | 62403 |
| 6 | 53423 | 59787 | 62867 | 65889 |
| 7 | 55931 | 62812 | 65889 | 69097 |
| 8 | 58448 | 65701 | 69097 | 71426 |
| 9 | 61305 | 68337 | 71426 | 76435 |
| 10 | 67376 | 75297 | 78527 | 81835 |

| TEACHER 3% ON SCHED WAGE FOR 2022-2023 | | | | |
|---|--------------|--------------|--------------|--------------|
| | BA | MA | MA+15 | MA+30 |
| | 21/22 | 21/22 | 21/22 | 21/22 |
| 1 | 40303 | 45101 | 48032 | 50136 |
| 2 | 42129 | 47207 | 50136 | 52301 |
| 3 | 43963 | 49374 | 52301 | 54586 |
| 4 | 46164 | 51661 | 54586 | 57153 |
| 5 | 48360 | 54225 | 57153 | 59716 |
| 6 | 51122 | 57213 | 60159 | 63052 |
| 7 | 53523 | 60107 | 63052 | 66122 |
| 8 | 55931 | 62872 | 66122 | 68350 |
| 9 | 58666 | 65395 | 68350 | 73144 |
| 10 | 64474 | 72054 | 75145 | 78311 |

| TEACHER 2% ON SCHED WAGE FOR 2023-2024 | | | | |
|---|--------------|--------------|--------------|--------------|
| | BA | MA | MA+15 | MA+30 |
| | 21/22 | 21/22 | 21/22 | 21/22 |
| 1 | 41109 | 46003 | 48993 | 51138 |
| 2 | 42972 | 48151 | 51138 | 53347 |
| 3 | 44843 | 50361 | 53347 | 55678 |
| 4 | 47088 | 52694 | 55678 | 58296 |
| 5 | 49327 | 55309 | 58296 | 60910 |
| 6 | 52145 | 58357 | 61363 | 64313 |
| 7 | 54593 | 61309 | 64313 | 67444 |
| 8 | 57049 | 64130 | 67444 | 69717 |
| 9 | 59839 | 66702 | 69717 | 74607 |
| 10 | 65764 | 73495 | 76648 | 79877 |

Only hires prior to August 2017 are eligible for the MA+15 Lane.

The following provisions apply to the M.A., M.A. +15 and M.A. +30 Schedule:

1. Courses must be at the graduate level unless approved in advance by the Superintendent.
2. Courses must be completed after the issuance of the MA degree.
3. Courses must be related to teaching, administration or education.
4. Online/Correspondence courses or courses taken in pursuit of a law degree will be excluded unless approved in advance by the superintendent.
5. A teacher will not receive credit for more than twelve (12) semester hours per year (July 1 – June 30) for the MA, MA+15 or MA+30 schedules.

All MA+ course work/credit needs to be awarded and recognized by the granting accredited institution and must be at the graduate level and must be able to count toward a degree program. Third-party Professional Development or Third-party graduate credits will not be accepted for purposes of advancement on the

MA or MA+ pay schedule.

All paperwork submitted proving that a teacher is eligible for payment at the next level of the B schedule must be submitted to Central Office no later than October 1 and March 1 of each year. Submission of this paperwork within the timelines will permit the teacher to be paid retroactive to the beginning of the semester of which it was submitted. Any paperwork submitted past the deadline will go into effect the beginning of the following semester.

| Sport | | | | Sport | | | |
|------------------------------|------------|--|--------------------------------|------------------------------|------------|--|--------------------------------|
| Boys Basketball | Pay | *Participation Number for Additional Assistants | Level (Varsity or Sub Varsity) | Wrestling | Pay | *Participation Number for Additional Assistants | Level (Varsity or Sub Varsity) |
| Head Varsity | \$5,600 | | | Head Varsity | \$5,600 | | |
| Assistant Varsity | \$1,500 | 10 | at varsity level | JV / Assistant Varsity | \$4,200 | 15 | at varsity level |
| JV | \$4,200 | | | Program Assistant | \$1,500 | 32 | combined 9-12 |
| 9th Grade | \$3,850 | | | Head Junior High | \$3,150 | | |
| Program Assistant | \$1,500 | 33 | combined 9-12 | Assistant Junior High | \$1,500 | 16 | at JH level |
| 8th Grade | \$3,150 | | | | | | |
| 7th Grade | \$3,150 | | | | | | |
| | | | | Volleyball | Pay | *Participation Number for Additional Assistants | |
| Girls Basketball | Pay | *Participation Number for Additional Assistants | | Head Varsity | \$5,600 | | |
| Head Varsity | \$5,600 | | | Assistant Varsity | \$1,500 | 12 | at varsity level |
| Assistant Varsity | \$1,500 | 10 | at varsity level | JV | \$4,200 | | |
| JV | \$4,200 | | | 9th Grade | \$3,850 | | |
| 9th Grade | \$3,850 | | | Program Assistant | \$1,500 | 39 | combined 9-12 |
| Program Assistant | \$1,500 | 33 | combined 9-12 | 8th Grade | \$3,150 | | |
| 8th Grade | \$3,150 | | | 7th Grade | \$3,150 | | |
| 7th Grade | \$3,150 | | | | | | |
| | | | | Track and Field | Pay | *Participation Number for Additional Assistants | |
| Football | Pay | *Participation Number for Additional Assistants | | Head Varsity Boys | \$4,760 | | |
| Head Varsity | \$5,600 | | | Head Varsity Girls | \$4,760 | | |
| Assistant Varsity 1 | \$4,200 | 16 | at varsity level | JV / Assistant Varsity Boys | \$4,200 | 20/40 | boys/combined boys and girls |
| Assistant Varsity 2 | \$4,200 | 22 | at varsity level | JV / Assistant Varsity Girls | \$4,200 | 20/40 | girls/combined boys and girls |
| Head JV | \$4,200 | 11 | at sub-varsity level | Program Assistant | \$1,500 | 60 | combined 9-12 |
| Assistant JV / 9th Grade 1 | \$3,850 | 16 | at sub-varsity level | Junior High Boys | \$3,150 | | |
| Assistant JV / 9th Grade 2 | \$3,850 | 22 | at sub-varsity level | Junior High Girls | \$3,150 | | |
| Assistant JV / 9th Grade 3 | \$3,500 | 27 | at sub-varsity level | Junior High Assistant | \$2,250 | | |
| Program Assistant | \$1,500 | 70 | combined 9-12 | | | | |
| Head Junior High | \$3,500 | | | Baseball | Pay | *Participation Number for Additional Assistants | |
| Assistant Junior High | \$2,450 | | | Head Varsity | \$4,760 | | |
| | | | | Assistant Varsity | \$1,500 | 13 | at varsity level |
| Cross Country | Pay | *Participation Number for Additional Assistants | | JV | \$4,200 | | |
| Head Varsity Boys | \$4,500 | | | Program Assistant | \$1,500 | 28 | combined 9-12 |
| Head Varsity Girls | \$4,500 | | | | | | |
| JV / Assistant Varsity Boys | \$1,500 | 14 | combined 9-12 | | | | |
| JV / Assistant Varsity Girls | \$1,500 | 14 | combined 9-12 | Softball | | | |
| Program Assistant Boys | \$1,500 | 30 | combined 9-12 | Head Varsity | \$4,760 | | |
| Program Assistant Girls | \$1,500 | 30 | combined 9-12 | Assistant Varsity | \$1,500 | 13 | at varsity level |
| Junior High Boys | \$2,250 | | | JV | \$4,200 | | |
| Junior High Girls | \$2,250 | | | Program Assistant | \$1,500 | 28 | combined 9-12 |
| | | | | | | | |
| Boys Tennis | Pay | *Participation Number for Additional Assistants | | Sideline Cheer | Pay | *Participation Number for Additional Assistants | |
| Head Varsity | \$4,480 | | | Head Varsity | \$2,000 | | |
| Assistant Varsity | \$1,500 | 18 | combined 9-12 | JV / Assistant Varsity | \$1,500 | 18 | combined 9-12 |
| Program Assistant | \$1,500 | 28 | combined 9-12 | Program Assistant | \$1,000 | 40 | combined 9-12 |
| | | | | Junior High | \$1,000 | | |
| | | | | | | | |
| Girls Tennis | Pay | *Participation Number for Additional Assistants | | | | | |
| Head Varsity | \$4,480 | | | Competitive Cheer | Pay | *Participation Number for Additional Assistants | |
| Assistant Varsity | \$1,500 | 18 | combined 9-12 | Head Varsity | \$3,200 | | |
| Program Assistant | \$1,500 | 28 | combined 9-12 | JV / Assistant Varsity | \$1,500 | 18 | combined 9-12 |
| | | | | Program Assistant | \$1,500 | 40 | combined 9-12 |
| | | | | | | | |
| Boys Golf | Pay | *Participation Number for Additional Assistants | | Junior High | \$1,500 | | |
| Head Varsity | \$4,200 | | | | | | |
| | | | | | | | |
| Assistant Varsity | \$1,500 | 11 | combined 9-12 | Powerlifting | Pay | *Participation Number for Additional Assistants | |
| Program Assistant | \$1,500 | 23 | combined 9-12 | Head Varsity 1 | \$1,000 | | |
| | | | | Head Varsity 2 | \$1,000 | | |

| Girls Golf | Pay | *Participation Number for Additional Assistants | | | | |
|---------------------|------------|--|---------------|--------------------|------------|--|
| Head Varsity | \$4,200 | | | | | |
| Assistant Varsity | \$1,500 | 11 | combined 9-12 | Bowling | Pay | *Participation Number for Additional Assistants |
| Program Assistant | \$1,500 | 23 | combined 9-12 | Head Varsity Boys | \$1,500 | |
| Boys Soccer | Pay | *Participation Number for Additional Assistants | | | | |
| Head Varsity | \$4,000 | | | Head Varsity Girls | \$1,500 | |
| Assistant Varsity | \$1,500 | 16 | combined 9-12 | Program Assistant | \$750 | 28 |
| Program Assistant | \$1,500 | 34 | combined 9-12 | | | combined 9-12 |
| | | | | | | |
| Girls Soccer | Pay | *Participation Number for Additional Assistants | | | | |
| Head Varsity | \$4,000 | | | | | |
| Assistant Varsity | \$1,500 | 16 | combined 9-12 | | | |
| Program Assistant | \$1,500 | 34 | combined 9-12 | | | |

*To qualify for the district to pay the salaries of the listed positions, team or program participation must meet minimum size requirements as explained below. The district will work with varsity coaches to fill all listed positions whenever participation numbers meet or exceed the indicated values.

Which teams or programs qualify for paid assistants will be determined through the following process:

1. Each season, the finalized team and program participation number (FPN) shall be computed by averaging the number of athletes on the roster during the first eligibility check of the season and the number of athletes on the roster during the last eligibility check of the season for each level of sport and for the program as a whole. For example, for football, there will be four FPNs— one for 9th grade, one for JV, one for varsity, and one for the overall high school football program.

2. During the annual post-season meeting, the Athletic Director and varsity coach will discuss and record the appropriate FPNs. These numbers will determine whether or not the team or program will qualify for paid assistant coaches the following season based on the following process:

2.1 If the FPN meets or exceeds the listed minimum, teams and programs will qualify for district-paid coaches for the following season. For example, if during the 2021 season, varsity volleyball begins the season with 15 athletes and ends the season with 11, then their FPN is recorded as 13. Since 13 exceeds the listed minimum number of 12, varsity volleyball qualifies for a district-paid assistant coach for the 2022 season. This will allow that assistant coach to help with camps, recruiting, open gyms, and other off-season activities when necessary.

2.2 For teams or programs who currently qualify for paid assistant coaches but whose FPN falls below the listed minimum:

The teams and programs will be given a grace period of one season which will allow for participation anomalies and give opportunities to recruit and grow the program. At the conclusion of the grace season, the FPN shall again be determined. Then:

If the number meets or exceeds the listed minimum, then the team or program shall continue to qualify for paid assistant coaches for the following year. For example, if the 2022 FPN for varsity baseball is 12, then the 2023 season is the grace period for baseball. If, after the 2023 season, baseball's FPN is 14, then baseball will qualify for a paid assistant coach for the 2024 season.

Whenever Yale Public School decides to offer a new sport or a new level of an existing sport, the district will work with YEA or a committee of coaches representing YEA to agree upon appropriate participation numbers necessary to generate assistant coaching positions. Consideration will be given to safety, supervision, the number of athletes needed to field a team and maintain a competitive program, and the degree of specialization the sport requires.

| Non-Sport Extra Curricular | Pay | Non-Sport Extra Curricular | Pay |
|------------------------------------|--------------------|-----------------------------------|------------|
| Choir | \$2,400 | Mentor | \$500 |
| Band | \$3,825 | Business Club | \$750 |
| Elem. Music | \$980 | French Club | \$750 |
| H.S. Yearbook | \$2,000 | Spanish Club | \$750 |
| Jr. High Yearbook | \$1,000 | Art Club | \$750 |
| Student Council-HS | \$2,500 | Varsity Quiz Bowl | \$1,250 |
| Student Council-JH | \$2,000 | J.V. Quiz Bowl | \$750 |
| Elem. Student Council (1 per bldg) | \$500 per building | Nat. Honor Society | \$2,000 |
| Sr. Class Sponsor | \$2,500 | SADD | \$750 |
| Jr. Class Sponsor | \$2,000 | Mock Trial | \$1,500 |
| So. Class Sponsor | \$1,500 | Play Director-HS (max 2) | \$1,500 |
| Fr. Class Sponsor | \$1,500 | Play Director-JH (max 2) | \$1,000 |
| 8th Gr. Class Sponsor | \$750 | Play Director- EL (max 2) | \$500 |
| 7th Gr. Class Sponsor | \$750 | Ticket Taker, Scorekeeper | \$13.19 |
| 6th Gr. Class Sponsor | \$750 | Track Ev. Staff (per meet) | \$26.35 |
| Dept. Head | \$1,000 | Chaperones (1/2 Bd Pd) | \$13.19 |
| School Impr. Chair | \$1,000 | | |

SCHEDULE B-2

LONGEVITY PAY

Each teacher who has served in the Yale Public School District for fifteen (15) years or more shall receive longevity pay annually on the following schedule:

| <u>Years in District</u> | <u>Amount</u> |
|--------------------------|---------------|
| 12-17 | \$500 |
| 18-24 | \$1,000 |
| 25+ | \$1,500 |

Longevity shall be included in the 21st paycheck of the year.

SCHEDULE C

PROFESSIONAL GRIEVANCE REPORT

School District _____ Grievance Number _____

School _____ Date of Violation _____

Subject to the provisions of the professional negotiating agreement between the Board and the Association, I hereby authorize the representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF GRIEVANCE;

REMEDY REQUESTED;

Approved for Processing:

Date: _____ Signature of Grievant (Use reverse side for additional signatures if more than one Grievant)

Principal's Disposition:

Date: _____
Signature of Principal

Association's Disposition

Date: _____ Satisfactory _____ Unsatisfactory _____

Superintendent's Disposition:

Date: _____
Signature of Superintendent

Association's Disposition:

Date: _____ Satisfactory _____ Unsatisfactory _____

**SCHEDULE E-1
EVALUATION EXPLANATION**

I (do) (do not) recommend this probationary teacher for a probationary contract for the next year.

I (do) (do not) recommend this probationary teacher for a tenure contract beginning with the next school year.

Date _____

Principal Signature _____

Additional Comments:

APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

As a member of the Sick Leave Bank and with accordance to the Master Agreement between the Yale Board of Education and the Yale Education Association, I, the undersigned, request to withdraw days from the Sick Leave Bank as per Article IX, Sec. C of the Master Agreement.