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8/31/95

MASTER
AGREEMENT

YALE EDUCATION ASSOCIATION

and

YALE PUBLIC SCHOOLS

1993 - 95

Yale Public Schools

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YALE PUBLIC SCHOOLS MASTER AGREEMENT

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YALE PUBLIC SCHOOLS BOARD
JANUARY 15, 2008
YEAR 2007-2008

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This Agreement entered into this 1st day of September, 1993, 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.
- B. Nothing contained herein shall be construed to deny or restrict to 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 mail boxes 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, sex, marital status.
- I. The Board agrees to allow authorized association reps a total of four (4) 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 four (4) days, the association will be responsible for paying the substitute costs when needed. 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

DEDUCTION OF EDUCATION ASSOCIATION DUES

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1, and September 1 of any year. Pursuant to such authorization, the Board shall deduct an equal amount from each pay check. At each pay period, the Board will turn over to the YEA the amount deducted. On June 1, the Board will remit to the YEA the remaining balance due. Deductions for teachers employed after the commencement of the school year shall be appropriately pro-rated to complete payments by the following June. Deductions shall be paid to the Association treasury. Teachers who have not been employed in the system during the first semester shall pay only second semester dues.
- B. The Association shall, on or before the first day of school each year, give written notification to the Superintendent of the amount of its dues and those of the MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during that entire school year.
- C. For the purpose of this Article, the term "school year" shall include the period beginning with the first working day of school in the fall.
- D. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty days from the date of commencement of teaching duties, shall as a condition of employment pay to the Association an amount determined and certified by the Association to the Board by a date determined by the Association as the non-members fee, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions as provided in paragraph A the Board upon proper notification shall cause to be deducted by payroll deduction the non-members fee set by the Association. In the event that such automatic payroll deduction becomes disallowed by law, the Board upon proper notification shall cause the termination of such teacher at the end of the semester. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment.

- E. 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.
- F. All refunds claimed for non member fees or dues of the YEA, MEA, or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims or excessive non member fee or dues deductions.
- G. Any dispute between the YEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until such matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity and/or execution of the authorization form.
- H. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost or any liability including unemployment compensation resulting from any action to which the Board of Education may be liable by virtue of enforcing the foregoing provisions. The Board of Education shall be entitled to legal counsel approved by the Association for representation of the Board in any and all proceedings arising in connection with the Article provided:
1. The Board gives timely notice of such action to the Association; and
 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and appellate levels.

ARTICLE V

TEACHING HOURS AND CLASS LOADS

- A. The normal teaching day shall begin 15 minutes before the first teaching period of the day and end 15 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 ten 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, including consultation with parents when scheduled directly with the teacher, except that on Friday or 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, junior and senior high schools shall be 25 teaching periods or not to exceed 5-1/2 hours of pupil contact per day. The teachers' normal total work day shall not exceed seven (7) 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 librarians 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 35 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 patrolled 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.

ARTICLE V TEACHING HOURS AND CLASS LOADS (continued)

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 may 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.
- F. If a teacher shall regularly be required to teach more than the normal teaching load as set forth in the Article, he shall receive additional compensation at one-fifth (1/5) of his daily salary for each additional hour. Daily salary shall be computed as follows: Total working days per Master Contract divided into total salary excluding pay for extra assignments.
- G. Teachers may be required to remain after the end of the regular workday, without additional compensation, for up to one (1) hour each week, the day to be specified during pre-school conference to attend building meetings when called by the school principal, department meetings and/or vertical coordination meetings. Teachers shall attend all such meetings. Notice of meetings called by the principal shall be posted at least five (5) days prior to the meeting.
1. Teachers may be required to attend up to three (3) 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.
- H. If a teacher must be engaged during the school day in negotiations in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, he 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 regular classroom, such students shall be distributed equally among the teachers in that grade level in that building.

The Board will provide training for regular education teachers receiving handicapped 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. Bargaining unit members who substitute in another classroom and who carry out the lesson plan shall be paid .00075 of the BA step 0 salary schedule per hour.

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</u>
		93-94	94-95
1.	Elementary		
	K-3	27	25
	4-6	29	27
		<u>Per Hour</u>	<u>Per Day</u>
		Beginning	93-94
2.	Senior High		
	English	32	150
	Social Studies	32	150
	Math	32	150
	Science	32	150
	*Foreign Language	# of headsets	
	Commercial:		
	*Typing	# of machines	
	Bookkeeping. Gen'l Bus.	32	150
	Shorthand	32	125
	Industrial Arts	# of teaching stations	
	Life Management Education	# of teaching stations	
	Band & Choir	No limit	
	Art	32	140
	Physical Education	50	200
	Agriculture	32	150
	Block-Time Voc.	Per State guidelines	
	Reading Lab	32	120
	Junior High		
	English	32	150
	Social Studies	32	150
	Math	32	150
	Science	32	150
	Foreign Language	# of headsets	
	Commercial:		
	Typing/Keyboard	# of machines	
	Gen'l Bus.	32	150
	Careers	32	150

Reading Lab	32	150
Industrial Arts	# of teaching stations	
Home Economics	# of teaching stations	
Band and Choir		No limit
Art	32	150
Physical Education	50	150
Agriculture	32	150
Computers	32	150

* May be changed with consent of teacher and principal.

3. When any class exceeds two (2) students per hour or seven (7) per day at the secondary or two (2) students at elementary level , 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 shall be taken in order listed 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 \$1.00 additional per hour per student over the maximum for as long as the overload exists.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. 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. In furtherance of that recognition, the Board shall strive to provide a teacher reference library in each school in the District. The Board of Education shall designate a portion of the library budget for this purpose. Funds to be used at the discretion of the librarian and the building principal.

- D. The Board agrees to make available in each school typing, duplicating, stencil and copy machine facilities and reasonable clerical personnel to aid teachers in the preparation of instruction material.
- 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. Adequate chalkboard space in every classroom.
 4. Copies of textbooks, teacher editions, for all courses a teacher may teach.
 5. A dictionary in every classroom.
 6. Adequate lockable storage space for instructional material.
 7. Materials necessary for required teaching responsibility.
- F. To assist teachers 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. The duties of the aides are incorporated into the Master Agreement with Local 1518, Council 25 AFSCME AFL-CIO.
- G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- 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 in which smoking shall be permitted. 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. All personal toll calls must be charged to the teacher's personal number .
- J. Upon request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas. The profits from all such machines shall go to the group which installs and maintains the machines.
- K. Adequate off-street parking facilities shall be provided and properly maintained exclusively for teacher use with the exception of the Junior High School on Mechanic Street. The Board will petition the City of Yale to remove snow at the Junior High School prior to 7:00 a.m. and will provide a barrel of sand.
- 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. If possible, all classrooms will be staffed with teachers holding at least a B.A. degree and either provisional or permanent certificate. Non-degree teachers, and any teachers holding special certificates will be employed only if properly certificated personnel are not available.
- B. All teachers shall be given written notice of their normal teaching assignment for the forthcoming year no later than the preceding first day of June. Teachers shall be notified by certified mail of any proposed change in teaching assignment to be made between June 1 and August 15. The teacher must respond within five (5) days of receipt of the letter. In no event will changes in teachers' assignments be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires the same.
1. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly and consulted.
- C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificate or their major or minor fields of study and the Association shall be so notified in each instance.
- D. 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. Drivers education when not a part of the regular school day shall be considered an extra assignment. Teachers shall be notified of reappointment 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. Failure to so notify the Board will be conclusive evidence of his acceptance of reappointment. 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 reappointed shall be afforded a hearing with the administration at which time the reasons will be specified.

ARTICLE VII QUALIFICATIONS AND ASSIGNMENTS (continued)

- E. 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.
- F. Teachers shall not be involuntarily assigned to preparations in more than two (2) subject areas.
- G. The administrator and the entire department/grade level shall meet each year before assignments are made to discuss which teachers will be assigned to each course offered. In addition, teachers will be given the opportunity to express their preferences in writing for teaching assignments for the following year.

ARTICLE VIII

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any vacancy or new position in the bargaining unit in the district shall occur, the Board shall publicize the same by giving written notice of such vacancies or new positions to the President of the Association. The Board shall provide for appropriate posting on the bulletin boards in all teacher lounges. The posting shall include the requirements for the position and shall remain posted for ten (10) days and will not be permanently filled until the expiration thereof. Bargaining unit members who meet the certification and qualification requirements for the position shall be awarded the position on the basis of seniority. When these positions occur during the school year, the Board shall first offer the position to unit members on layoff, to be laid off, or working less than full-time on the basis of seniority. If no unit member is available or accepts the position, then the Board may fill such positions on a temporary basis with a person outside the district. The position will be open for new assignment the following year. Administrative positions will be posted for ten (10) days before being filled.

A vacancy shall not include:

1. a "bubble" (a larger number of students in a grade level that, in the next school year, requires an additional teacher in the next higher grade and one less teacher in the prior grade level thereby not requiring any additional teachers in the building).
2. an open position that, if filled by the most senior certified and qualified applicant, would result in a layoff or reduction of hours of a unit member.

- B. Teachers who desire a new assignment shall submit their request for a new assignment by May 1 of each school year to the superintendent's office. Notice of vacancies that arise during the summer months shall be sent to teachers with their summer pay checks. Teachers not receiving summer checks may leave self addressed, stamped envelopes at Central office to receive posting of summer vacancies. Vacancies will also be posted at Central Office.

C. Involuntary transfers may only occur for the following reasons:

1. Unsatisfactory performance on the job.
2. A necessary reduction in force.

An involuntary transfer of this nature shall be made only after notifying the Association and consulting with the affected teacher and the teacher's representative. The principal or supervisor will substantiate the reasons at the time of consultation.

D. 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. Any teacher returning from administration, beyond the time period below, shall only be returned to a vacant position. If a teacher returns beyond the time period below, then no current unit member will be laid off to make room for the returning teacher and, if any unit members are on lay off with recall rights, then the returning teacher shall be placed on the recall list in order of seniority.

A teacher transferred to a supervisory or administrative position, who does not successfully complete the one year probationary period or who requests to return to the bargaining unit, shall be returned to the same position previously held at the beginning of the next school year. If the position previously held has been eliminated, returning teachers shall be placed in a vacancy for which they are certified and qualified. If no vacancies exist, they may bump the least senior unit member holding a position for which they are certified and qualified if they have more seniority.

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 member of the family or a person whose relationship to the teacher warrants such attention in the discretion of the principal.
 4. Death in the immediate family (maximum five (5) days per incident).
 5. A pregnant employee shall have the right to use accumulated sick leave benefits for maternity related illness or disability.
 6. 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.
 7. 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 180 days.
 - d. The Board 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.

- B. 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.
- C. 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) work 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.

ARTICLE IX ILLNESS AND DISABILITY (continued)

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". These forms will consist of the original and two (2) carbons. The original will be kept on file in the Board office, with the YEA keeping one (1) of the carbons on file. The third (3rd) copy will remain with the signer.
 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.
- D. 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. 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. 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 who fulfills the requirements of Part 2, Chapter 9, Section 572, of the School Code of 1955 as amended. 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 shall 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 for the purpose of child care 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 shall 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.
- 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 cases requiring a reduction of teacher personnel due to declining enrollment or a decrease in operating funds, the order of layoff shall be:
1. All temporary non-tenure teachers
 2. All first year non-tenure teachers
 3. All second year non-tenure teachers
 4. All third year non-tenure teachers
 5. All fourth year non-tenure teachers
- B. In the event only some first or second year probationary teachers of equal status must be laid off, the Board will make the final determination which shall not be subject to the grievance procedure.
1. The Board will retain non-tenure teachers where no certified and qualified tenure teachers are available for the position.
 2. Tenured teachers will be laid off by using the criteria listed below in the following order:
 - a. Seniority in the Yale School District
 - b. Certification
 - c. Qualification as determined by the Board
- C. 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 XIII REDUCTION OF PERSONNEL (continued)

- D. No teacher will be laid off pursuant to a necessary reduction in personnel unless he has been given written notice of said action. The teacher shall be given the opportunity to meet with the Board of Education within ten (10) calendar days after the receipt, return receipt requested, of such notice to discuss the situation.
- E. Teachers affected by the reduction of staff shall be recalled in the inverse order of layoff provided the teacher is certified for the position. The Board shall have no obligation to recall beyond four (4) years after layoff. Notification of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Employer of any change in address.
- F.
 - 1. No new teacher will be hired for any teaching position for which a laid off teacher is certified.
 - 2. Teachers being recalled will be given five (5) business days from the date of the receipt of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within fifteen (15) business days after postmark of registered letter will terminate the Board's obligation to rehire said teacher.
 - 3. Rejection of the Board's offer of re-employment will terminate the Board's obligation to rehire said teacher.

ARTICLE XIV

TEACHER EVALUATION

- A. The work performance, excluding extra duties, of all teachers shall be evaluated by the building principal and/or an administrator designated by him. The criteria, instruments printed in the Building Handbook by the principal are made available to all teachers at the beginning of each school year. Procedures may include but not be limited by, personal classroom observation, review of lesson plans, teacher's records, personal interview, general performance of duties and responsibilities as a faculty member, and due consideration of a teacher's special abilities, training, or performance. The primary purpose of the evaluation shall be constructive and inadequacies of a teacher in any area shall be followed by recommendations for improvement. Any inadequacies in formal evaluation shall be discussed with the teacher involved within ten (10) days after the observation and recommendations for improvement shall be included in writing. The teacher shall have thirty (30) working days to work on improvements before the next formal evaluation.
- B. The evaluator shall prepare a written report of each formal classroom evaluation using the form set forth in Schedule E. After the written report has been prepared, the evaluator shall hold a conference with the teacher to review said report within five (5) working days after the observation. The teacher shall be given a copy of said report at the conference. Should the teacher disagree with the evaluator in any instance, the teacher may submit a contrary report covering any portion of the evaluation and said report shall become a part of the total evaluation record. The completed report shall be signed by the evaluator and the teacher and shall be placed in the personal file. The teacher's personal file shall be opened for examination by the teacher at any reasonable time. The teacher may request the presence of the Association's representative while his file is being examined.
- C. Classroom observations for evaluating the teacher at work shall be made for a minimum of thirty (30) consecutive minutes and with the full knowledge of the teacher. No monitoring through the use of any devices shall be made without the full knowledge and consent of the teacher.
- D. An evaluating report shall be prepared as outlined above at least three (3) times during the year for each probationary teacher and at least once (1) every three (3) years for the teachers who have achieved tenure status.
- E. Prior to March 30 of each year, the principal shall submit Schedule E to the superintendent and the teacher regarding the employment of all teachers.

F. The procedures set forth in Article XIV shall be subject to all facets of the grievance procedure, including arbitration.

ARTICLE XV

PROFESSIONAL BEHAVIOR

"

- A. Teachers shall comply with reasonable written rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety. The Board reserves the right to take such action as it deems necessary for a violation of its written board policies or administrative rules and regulations.

- B. A teacher may upon request be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of the rules or delinquency in professional performance. The teacher may request that the criticism of professional performance be made in written form and a copy be sent to the Association. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Such conference involving the teacher, the representative and the administration shall be held within twenty-four (24) hours.

- C. No teacher shall be disciplined, reprimanded, reduced in basic salary schedule or deprived of any rights which a teacher acquires by virtue of this Agreement without just cause.

ARTICLE XVI

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 twenty (20) days prior to the date of the conference if possible. A full and complete conference agenda must be submitted with the request.
 - D. 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.
 - E. 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.

ARTICLE XVII

SCHOOL CALENDAR

"

- A. The school calendar (180 student days - 185 teacher days) shall be as set forth in Schedule A. 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. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association. The Board, however, reserves the right to extend the contractual days in order to obtain the minimum amount of student instruction required for the purpose of receiving full State Aid.

- B. The district and Association shall meet to negotiate the parent-teacher conference schedules in order to facilitate planning. The conference schedules should be set forth by October 15th each year.

ARTICLE XVIII

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 is 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, a check separate from the regular paycheck will be issued.
 - 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).

ARTICLE XIX

STUDENT DISCIPLINE

- "
- A. Both the Association and the Board recognize that teaching effectiveness is enhanced through the proper discipline of students. 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. 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 shall not be returned to the class until after consultation by the principal with the teacher. If the pupil is excluded from class for a second time for the same reason, he 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 council 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. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at

a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.

- b. For self-defense or the defense of another.
- c. To prevent a pupil from inflicting harm on himself or herself.
- d. To quell a disturbance that threatens physical injury to any person.
- e. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
- f. To protect property.

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 XX

INSURANCE PROTECTION

- A. Effective March 1, 1994, the Board agrees to furnish to all regular full-time teachers, excluding substitute and per diem teachers, the following insurance protection:

PLAN A for those teachers needing health insurance.

1. The full premium cost of full family MESSA Super Care 1 (no caps). Teachers shall receive a separate check for their deductible. (\$50.00 Single, \$100.00 two person and full family).
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 \$45,000 including accidental death and dismemberment.
4. VSP III.

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

1. Board paid Annuity of \$700 per year.
2. Dental - same as Plan A.
3. Life Insurance - \$50,000
4. Vision - same as Plan A.

ARTICLE XX - INSURANCE PROTECTION (continued)

- A. Effective September 1, 1994, the Board agrees to furnish to all regular full-time teachers, excluding substitute and per diem teachers, the following insurance protection:

PLAN A for those teachers needing health insurance.

1. The full premium cost of full family MESSA Super Care 1 (no caps). Teachers shall receive a separate check for their deductible. (\$50.00 Single, \$100.00 two person and full family).
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 \$45,000 including accidental death and dismemberment.
4. VSP III.

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

1. Board paid Annuity of \$1400 per year.
2. Dental - same as Plan A.
3. Life Insurance - \$50,000
4. Vision - same as Plan A.

ARTICLE XX - INSURANCE PROTECTION (Continued)

- A. Effective July 1, 1995, the Board agrees to furnish to all regular full-time teachers, excluding substitute and per diem teachers, the following insurance protection:

PLAN A for those teachers needing health insurance.

1. The full premium cost of full family MESSA Super Care 1 (no caps). Teachers shall receive a separate check for their deductible. (\$50.00 Single, \$100.00 two person and full family).
2. Delta Dental 80/80/80 \$1,500 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 \$45,000 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 \$2,500 per month after a straight waiting period of 180 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. Board paid Annuity of \$1400 per year.
 2. Dental - same as Plan A.
 3. Life Insurance - \$50,000
 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.
- C. 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.
- D. Teachers employed less than full-time shall have their insurance benefits pro-rated.

ARTICLE XXI

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 placing of a non-tenure teacher on a third year of probation.
- c. The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.
- d. 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).

ARTICLE XXII

INSTRUCTIONAL PROGRAM DEVELOPMENT

- A. 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.
- B. 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.
- C. 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.
- D. Participation on school improvement committees shall be voluntary and participation (or non-participation) shall not be used as a criterion for evaluation.

ARTICLE XXIII

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 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 State Labor Mediation Board 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 XXIV

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. An individual contract 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 Board of Education shall be responsible for printing the completed contract and will furnish a copy to each teacher and 20 additional copies each year to the Association.
- F. 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 XXV

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 as follows:

- a. All rescheduled days shall occur at the end of the school year following the last day of scheduled classes in June.
- b. If classes are canceled, delayed, or dismissed early, teachers will not be required to be in attendance during that period of time.

ARTICLE XXVI

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. Only teachers with two or more years of seniority and tenure in the Yale Public Schools District shall be eligible for job sharing.
- D. 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.
- E. The position to be shared shall be mutually agreed to by the teachers and the administration.
- F. 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.
- G. At the conclusion of the school year, both teachers will return to a full time assignment, subject to the provisions of Article XIII.
- H. The building principal will have the opportunity to interview teachers who wish to job share in his/her building.
- I. All other articles of the master agreement shall remain in full force and effect.
- J. Teachers participating in the job sharing program shall receive a full year of seniority.

K. 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)

L. Job sharing rotations for elementary may be:

1. Half days

M. 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 per cent 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 fulltime 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.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1993 and shall continue in effect until August 31, 1995. 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.

All changes are fully retroactive except insurances.

Retroactive pay shall be provided in one separate check to be received within 30 days of ratification by both parties or March 30 whichever is later.

EDUCATION ASSOCIATION

By Nancy LePla
Nancy LePla, President

By Norma Leavitt
Norma Leavitt, Chief Negotiator

By Richard Long
Richard Long, Uniserv Director

Negotiating Team

Andrew Schrand
Scott Watson
Beth Robinson
Mike Falter

BOARD OF EDUCATION

By James Brennan
James Brennan, President

By Alicia Shutko
Alicia Shutko, Secretary

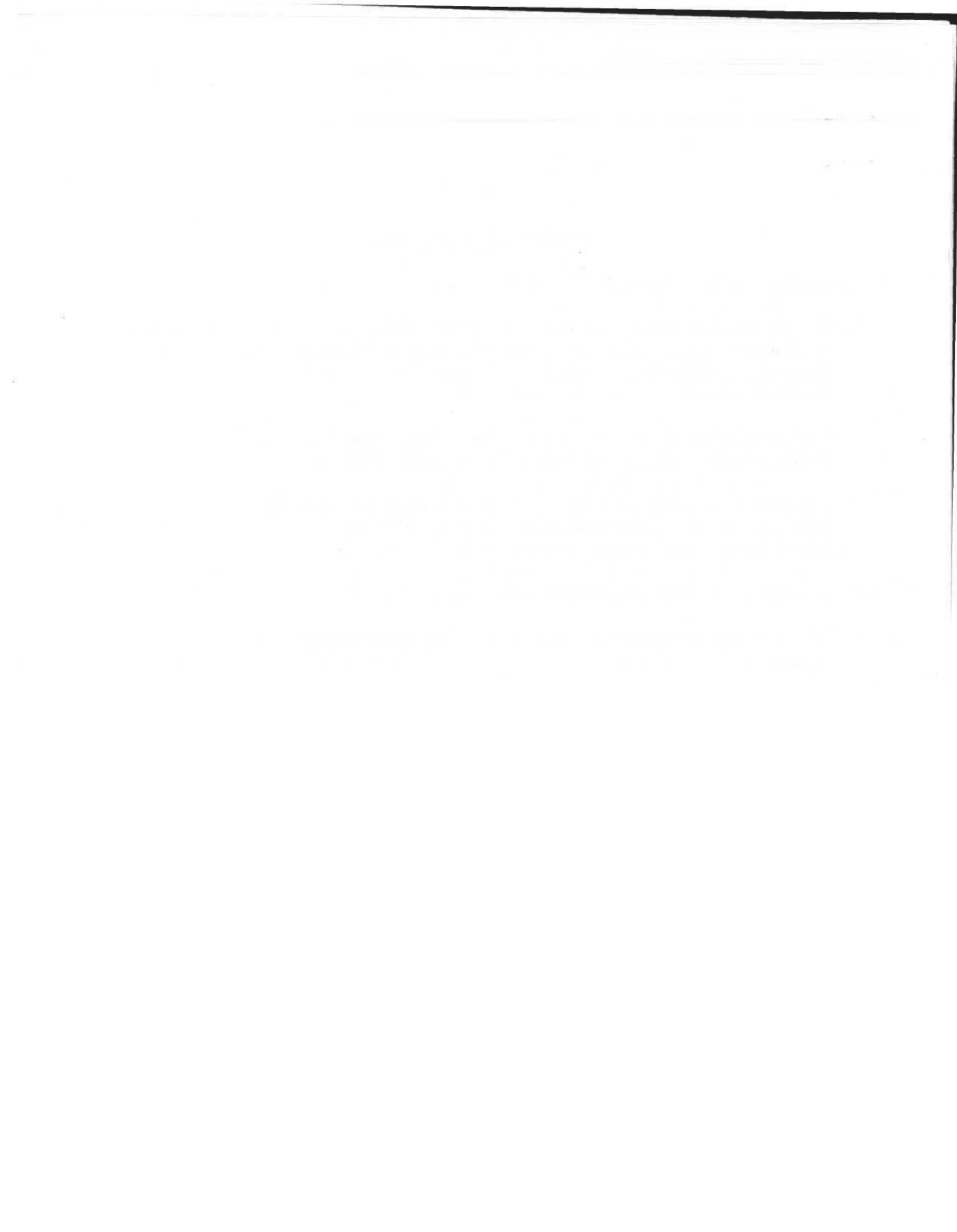
By Ralph Darin
Ralph Darin, Superintendent

By: David Fredrick
David Fredrick, Vice-President
Negotiating Committee Chair

ARTICLE XXVIII

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.



ARTICLE XXVIII

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.

SCHEDULE A
CALENDAR - 1993-94

Teacher Orientation	August 23
Non-student Work Day	August 24
Classes Begin	August 25
Labor Day - no class	September 6
In-service - students 1/2 day	September 21
In-service - students 1/2 day	October 20
End of First Marking Period	October 29
Parent Conferences p.m. (1/2 day for students)	November 11
Parent Conferences - no students	November 12
In-service - students 1/2 day	November 18
Thanksgiving Holiday - no school	November 25-26
Christmas Holiday - no school	December 20-31
Classes Resume	January 3
End of Second Marking Period	January 21
End of First Semester - Records Day no students	
In-service - students 1/2 day	February 8
Parent Conferences p.m. & eve. - 1/2 day students	February 10
Mid-Winter Break	February 25-28
In-service - students 1/2 day	March 16
End of Third Marking Period	March 25
Good Friday - no school	April 1
Easter Break	April 4-8
Classes Resume	April 11
In-service - students 1/2 day	April 21
Graduation	May 27
Memorial Day - no school	May 30
Last Day for students	June 6
Records Day - no students	June 7

SCHEDULE B
1993 - 94

STEP	B.A.	M.A.	M.A. + 15*	MA + 30*
0	24,795	27,718	29,606	30,962
1	25,979	29,073	30,962	32,317
2	27,157	30,430	32,317	33,713
3	28,339	31,827	33,713	35,187
4	29,759	33,301	35,187	36,840
5	31,175	34,954	36,840	38,494
6	32,710	36,608	38,494	40,343
7	34,248	38,459	40,343	42,309
8	35,787	40,424	42,309	43,734
9	37,537	41,845	43,734	46,800
10	40,188	44,913	46,800	48,811

For 1994-95 the pay scale shall be based upon the 1993-94 scale plus the percentage increase of the U.S. Department of Labor, Bureau of Labor Statistics, CPI for All Urban Consumers, (Percentage change to April 1994 from April 1993) with a three percent (3%) minimum and a five percent (5%) maximum. In each subsequent year the salary schedule will be set by increasing the prior year's rates by the same CPI index and by applying the same 3% minimum and 5% maximum.

* The following provisions apply to the M.A. + 15 and +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. Correspondence courses or courses taken in pursuit of a law degree will be excluded unless approved in advance by the superintendent.
5. Beginning in 1993-94, teachers who had reached the old MA+30 scale shall be placed on the new (93-94) MA+15 scale. To progress from the MA+15 to MA+30 scale, teachers must complete 15 hours after July 1, 1993.
6. Beginning in 1993-94, teachers who have reached the MA scale shall remain on the new MA scale. To progress to the MA+15 scale, teachers must complete 15 hours after July 1, 1993.
7. A teacher will not receive credit for more than twelve (12) semester hours per year (beginning July 1, 1993) for the new MA+15 or MA+30 schedules.

SCHEDULE B-1

	1993/94	1994/95	1995/96
Head Girls Basketball	\$3,500	\$3,750	\$4,000
Head Boys Basketball	\$3,500	\$3,750	\$4,000
Head Football	\$3,500	\$3,750	\$4,000
Head Wrestling	\$2,900	\$3,150	\$3,400
Head Track (Boys/Girls)	\$2,900	\$3,150	\$3,400
Head Baseball	\$2,900	\$3,150	\$3,400
Head Softball	\$2,900	\$3,150	\$3,400
Head Volleyball	\$2,900	\$3,150	\$3,400
Head C/C (Boys/Girls)	\$2,700	\$2,950	\$3,200
Head Tennis	\$2,700	\$2,950	\$3,200
Asst. Varsity Football	\$2,500	\$2,750	\$3,000
Head J.V. Football	\$2,500	\$2,750	\$3,000
Head J.V. Basketball	\$2,500	\$2,750	\$3,000
Head J.V. Baseball	\$2,500	\$2,750	\$3,000
Head J.V. Volleyball	\$2,500	\$2,750	\$3,000
Asst. Var. (B/G) Track	\$2,500	\$2,750	\$3,000
Head J.V. Softball	\$2,500	\$2,750	\$3,000
Head Golf	\$2,500	\$2,750	\$3,000
9th Basketball	\$2,250	\$2,500	\$2,750
Asst. J.V. Football	\$2,250	\$2,500	\$2,750
Asst. Wrestling	\$2,000	\$2,250	\$2,500
Asst. Var. C/C (B/G)	\$2,000	\$2,250	\$2,500
Jr. High Football (8th)	\$2,000	\$2,250	\$2,500
Jr. High Football (7th)	\$1,250	\$1,500	\$1,750
Jr. High Boys Basketball	\$2,000	\$2,250	\$2,500
Jr. High G/Basketball	\$2,000	\$2,250	\$2,500
Jr. High Volleyball	\$1,750	\$2,000	\$2,250
Jr. High (B/G) Track	\$1,750	\$2,000	\$2,250
Varsity Cheerleading	\$1,800	\$1,900	\$2,000
J.V. Cheerleading	\$1,500	\$1,600	\$1,700
Jr. High Cheerleading	\$1,400	\$1,500	\$1,600

SCHEDULE B-1 (cont'd)

	1993/94	1994/95	1995/96
Band or Choir	\$1,900	\$2,000	\$2,100
Elementary Band	\$600	\$650	\$700
Yearbook (1/2 w/ class)	\$1,300	\$1,400	\$1,500
Student Council (H.S.)	\$1,300	\$1,400	\$1,500
Student Council (J.H.)	\$1,000	\$1,100	\$1,200
Class Sponsors			
Seniors	\$1,800	\$1,900	\$2,000
Juniors	\$1,000	\$1,100	\$1,200
Sophomores	\$1,000	\$1,100	\$1,200
Freshman	\$1,200	\$1,300	\$1,400
Eighth Grade	\$600	\$675	\$750
Seventh Grade	\$400	\$450	\$500
Dept. Head/Grd. Lvl Chr.	\$400	\$450	\$500
Focus Chair	\$400	\$450	\$500
SADD	\$400	\$450	\$500
Spanish Club	\$450	\$500	\$550
Quiz Bowl	\$800	\$850	\$900
National Honors Society	\$1,000	\$1,100	\$1,200
FHA	\$450	\$500	\$550
Play Director (H.S.) Max 2	\$600/Play	\$700/Play	\$800/Play
Play Director (J.H.) Max 1	\$100/Play	\$125/Play	\$150/Play
Play Director (El. Max 2/District)	\$100/Play	\$125/Play	\$150/Play
Ticket Taker, Scorekeeper, Timekeeper	\$9.50/Hr.	\$9.50/Hr.	\$9.50/Hr.
Chaperones (1/2 Bd pd)	\$9.50/Hr.	\$9.50/Hr.	\$9.50/Hr.
Driver Education	\$18.00/Hr.	\$18.50/Hr.	\$19.00/Hr.

A. If no qualified teacher within the system will accept the duty, then a qualified person outside the system may be employed by the Board at a rate not to exceed B-1 schedule for that year. Qualifications for all except head varsity positions will be determined by the athletic director and the head coach of that sport.

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:

Years in District	1993-94	1994-95	Beginning 1995-96
15 - 19 years	400	450	500
20 - 24 years	600	650	700
25 and up	800	850	900

Longevity shall be paid by separate check at the same time as the 21st pay check.

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 D

DUES DEDUCTION AUTHORIZATION

On this _____ day of _____, 19____, I, _____
hereby authorize the Board of Education to deduct the following sums in _____
equal installments as dues for the following organizations from _____ pay periods
of my employment as specified in the Master Agreement.

\$ _____	Yale Education Association
\$ _____	Michigan Education Association
\$ _____	National Education Association
\$ _____	TOTAL

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the YEA. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the superintendent and a copy with the treasurer of the YEA.

Filed with the Board of Education
on the _____ day of _____, 19__.

YALE PUBLIC SCHOOLS

PROFESSIONAL STAFF EVALUATION FORM

Staff's Name _____ Date of Evaluation _____

Observer/Principal _____ Building _____

Purpose

The purpose of conducting an evaluation is to provide a time to discuss an employee's job performance. Feedback as to both strong and weak points can improve job efficiency, productivity, and relationships. While a written, formal evaluation and conference are to be conducted for all employees per contract, it should be clearly understood that daily self-evaluation is an integral part of improving job performance.

Process

The Evaluation Form is to be completed by the employee's supervisor as per contracted agreement.

A conference shall be held in which the evaluator and the evaluatee discuss the contents of the supervisor's evaluation form.

Rating Scale

Consider the evaluatee's job effectiveness when applying the following rating scale to the criterion listed.

The level of performance:

S Satisfactory Performance: Meets the guidelines specified in the criterion being evaluated.

C/U Concern/Unsatisfactory in meeting guidelines specified in the criterion being evaluated. Suggestions for improvement must be provided.

NA Not applicable.

NO The criterion listed has not been observed.

SCHEDULE E (continued)

	S	c/u	NO/ NA	COMMENTS
I. PERSONAL QUALIFICATIONS				
A. Sense of Humor				
B. Appropriate grooming				
C. Use of English (written and oral)				
D. Self-expression				
E. Reaction to suggestions for improvement				
II. TEACHING QUALIFICATIONS				
A. Variety of teaching techniques				
B. Organization of subject matter				
C. Knowledge of subject matter				
D. Well-planned and organized classroom activities				
E. Utilization of available material and equipment				
F. Sensitivity to each student's needs and problems				
G. Group control				
H. Fulfills responsibilities in school management				
I. Enthusiasm for teaching				
III. PROFESSIONAL RELATIONSHIPS				
A. Teacher-pupil				
B. Teacher-administration				
C. Teacher-parent				
D. Teacher-support staff				
E. Teacher-teacher				

SECTION E (continued)

(While use of the next four items is desirable, it is not mandatory)

IV. STRONGEST ASSETS

V. AREAS NEEDING IMPROVEMENT

(The evaluator will list here the areas in which he finds the teacher is weak and needs improvement. The purpose for this is to place a teacher on notice of his/her specific weaknesses in order that he/she may work on improving these areas.)

**VI. FACTORS IN THE PRESENT SCHOOL SITUATION WHICH TEND TO REDUCE
TEACHER EFFECTIVENESS**

SCHEDULE E (continued)

VII. SELECTED ACTIVITIES WHICH HAVE CONTRIBUTED TO THIS TEACHER'S PROFESSIONAL GROWTH SINCE THE LAST EVALUATION.

Evaluators Signature Date

() I have reviewed this report with my supervisor(s) and have a copy.

Employee's Signature _____ Date _____

The presence of the employee's signature shall indicate that the evaluation form has been reviewed by the employee. Signature does not necessarily imply agreement with the evaluation.

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:

REQUEST FOR APPROVAL TO TAKE CLASSES

I _____ intend to register for additional hours as per Article XVI, Sec. F of the Master Agreement.

It is my intention to register for _____ courses, _____ credit hours, at _____ University during the _____ semester.

Administrative Approval

Date

Note: Fill out an additional application for each class applying for.

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. F of the Master Agreement.

LETTER OF AGREEMENT

SPLIT SCHEDULES FOR 1994-95

- The parties agree that for 94-95 grades 5, 6, 7 and 8 will be on split schedules housed in the middle school with grades 7 and 8 attending from 7 a.m. to 12:15 p.m. and grades 5 and 6 attending from 12:15 p.m. to 5:30 p.m.
- 5th and 6th grade teachers shall follow their current classrooms unless teachers voluntarily exchange assignments with the principals approval.
- The Yale Elementary building will have one (1) 4th grade class moved to Emmett. The teacher moving to Emmett will be a volunteer or the least senior 4th grade teacher if no volunteers.
- Teachers on a.m. splits shall report at 6:45 a.m. and be permitted to leave school at 12:30 p.m. and teachers on p.m. splits shall report at 12:00 noon and leave at 5:45 p.m.
- Teachers on a.m. splits will have a 15 minute duty free lunch. Teachers on p.m. splits will have a 15 minute duty free lunch. No student supervision shall be required during this period.
- All other provisions of the contract apply to all members of the unit.

GRIEVANCE RESOLUTION

The parties resolve the grievance on dental orthodontics in the following manner.

1. The District shall make available a maximum of \$200 per claim, not to exceed a total of \$3,800 for those members or dependents who had orthodontic work done from September 1, 1990 through February 1, 1994 who do not qualify for the \$1,500 maximum coverage from Delta Dental.
2. All members and dependents qualifying for reimbursement must provide evidence that such orthodontic services were received during the above period.
3. Any member or dependent who is still receiving orthodontic work will only be eligible if Delta Dental won't cover them for the \$1,500 lifetime maximum that takes effect upon ratification of the tentative agreement.
4. All evidence of claims must be presented by June 1, 1994.
5. This resolution is dependent upon the ratification of the tentative contract agreement.
6. Upon ratification, the Union will withdraw the grievance.

