MASTER AGREEMENT

BETWEEN

YALE PUBLIC SCHOOLS

and the

YALE EDUCATION ASSOCIATION

August 1, 2024 - June 30, 2027

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EVALUATION EXAMPLES

This Agreement entered into this 1st day of August 2024 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, speech therapists, 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 of other laws of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms of conditions of employment by reason of his membership in any union, or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement. Nor can they be intimidated, coerced, or threatened for choosing not to join, remain in, or support the labor union.

B. Nothing contained herein shall be construed to deny or restrict any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations.

C. The Board agrees to permit the use of school buildings without charge for the Association fifteen minutes after the close of the pupils' school day in a place as designated by the principal thereof, upon request to the principal of such building at least 24 hours in advance of such meetings. Said meetings not to exceed such time as the building is regularly serviced by the maintenance staff. All requests for building use after 6:00 p.m. or non-school days will conform to District policies.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the duty free lunch period or outside of regular school duty hours provided that this shall not interfere with or interrupt normal school operations.

E. The Association shall have the right to post notices of its activities and matters of concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the District mail service and teacher mailboxes for official and duly signed communications to teachers. Teachers may wear, while on school premises, insignia, pins or other identification of membership in the Association, provided such are in good taste as determined by the building principal or superintendent.

F. Teachers shall be entitled to full rights of citizenship and no religious or political activities outside the classroom or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher and the private and personal life of any teacher is not within the concern of the Board of Education except to the extent that the same interferes with the student-teacher relationship and except that the Board specifically retains its rights of discharge, demotion, or retirement under Article IV, Section 38.101 Tenure Act of the Michigan General School Laws.

G. The Board agrees to furnish to the Association in response to reasonable request from time to time all available public information and public records of the school district, including but not limited to: annual financial reports and audits, register of certificated personnel, agendas and minutes of all board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students, together with information which may be necessary for the Association to process any grievance or complaint. Confidential files, not a matter of public record, shall not be subject to inspection without the express consent of the individual involved. The Board shall not be requested to compile data in any form not consistent with the usual practices of the District. Confidential records and materials which are received at the time of employment such as recommendations from colleges or other employers shall be exempt from observation of the individual and the Association.

H. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, national origin, age, gender, sexual orientation, marital status.

I. The Board agrees to allow authorized association reps a total of six (6) working days per year to be used for association business. The Board shall pay the salary of the teacher(s) and necessary substitutes for these days. The YEA shall pay all conference-related expenses. For association days in excess of six (6) days, the association will be responsible for paying the substitute costs and any retirement costs associated with the employee on leave. Notification of use of association days shall be submitted to the Superintendent at least five (5) days in advance, when possible. Association reps will be permitted to use work time for Association business, which shall be arranged with their building principal.

ARTICLE III

RIGHTS OF THE BOARD

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

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

ARTICLE IV

PAYROLL DEDUCTIONS

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

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

ARTICLE V

TEACHING HOURS AND CLASS LOADS

A. The normal teaching day shall begin 10 minutes before the first teaching period of the day and end 10 minutes after the teachers last teaching period or extended as necessary to fulfill the contractual day before, after or during the pupil day. Teachers will be in their classrooms or at the doorway five minutes prior to the beginning of classes. Teachers will not leave their classrooms unsupervised at any time except in case of emergency and will attempt to get another teacher to check on their room during their absence. Teachers are encouraged to remain for a sufficient period after the close of the pupils' day to attend to those matters which properly require attention at that time. Friday, and on days preceding holidays and vacations, the teachers' day shall end at the close of the pupils' day.

B. The normal weekly teaching load in the elementary school shall not exceed 5.67 hours of pupil contact per day. The elementary teachers' normal total work day shall not exceed 7.17 consecutive hours. The normal weekly teaching load in the Junior and Senior High Schools shall be twenty-five (25) teaching periods or not to exceed 5.60 hours of pupil contact per day. The teachers' normal total work day at the secondary level shall not exceed 7.10 consecutive hours. Each classroom teacher shall have one preparation period per day of the same length as a teaching period. Because of the unique nature of their job, counselors and social workers shall not have a scheduled planning period, but shall work planning and preparation time into their daily schedule. Should the Board consider scheduling split schedules, the Board and Association shall meet to negotiate any hours and working conditions caused by such a schedule change prior to implementing any change in schedule.

C. All secondary teachers shall be entitled to a duty-free lunch period of 30 minutes. All elementary teachers shall have a duty-free lunch period of 30 minutes. It shall be required that all elementary school pupils be on the playground at recess times and following lunch time, except for health reasons, or by permission or demand of the teacher, or except for inclement weather as determined by the principal.

1. The playgrounds shall be monitored by aides. When the weather does not permit out-of-doors activities during recess periods, the pupils shall remain in their own classrooms. A schedule shall be arranged so that each teacher will have at least one half of the recess period free.

2. If in an elementary building the gym can be made available for play following lunch time or recess time, then the children shall be supervised there by the playground and lunchroom aides.

3. There shall be aides to supervise the lunchroom at lunch time.

4. The aides for both lunchroom and playground shall be fully briefed and instructed at the beginning of the school year in respect to their duties.

5. The elementary teachers in each building shall work together with the principal to formulate proper standards of behavior for the cafeteria and playground.

D. Elementary teachers shall use the time during which their classes are under the direction of specialists for preparation.

E. Substitutes shall be employed on all occasions of absences of the teacher whenever possible. At no time shall bargaining unit members be required to substitute for another teacher; however, they may do so on a voluntary basis.
Substitutes and/or aides will be provided for up to three (3) half days per year for elementary classrooms while the teacher is conducting state and/or federally mandated assessments of individual students or for teachers to complete the necessary paperwork associated with the above mandated assessments.

F. When a teacher teaches more than the normal teaching load as set forth in the Article, he/she shall receive additional compensation. The additional compensation shall be computed as follows: Total working days per Master Contract divided into total salary excluding pay for extra assignments.

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

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

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

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

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

1. Teachers may be required to attend up to four (4) evening meetings per year. Attendance at all other evening meetings shall be at the option of the individual teacher. Notice of all such meetings shall be given to the teachers, in writing, at least three (3) weeks in advance. If a scheduling problem arises, teachers shall arrange a time to make up conferences.

H. If a teacher must be engaged during the school day in negotiations on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation they shall be released from regular duties without loss of salary.

I. The parties recognize that children having special physical, mental and/or emotional problems may require specialized classroom experience. Special attention will be given to reducing class size where special students are placed in a regular classroom. The screening and placement of these children will be done by a committee which shall include the following personnel as the case demands: referring and receiving teachers (when possible), building principal, school psychologist, social worker, visiting teacher, speech therapist, doctor or nurse who has worked with the child, physical therapist, case worker, and a representative from the probable receiving program. In the event any certified special education students must be placed in a general classroom, such students shall be distributed equally among the teachers in that grade level in that building.

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

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

J. All Bargaining Unit members who substitute in another classroom and who carry out the lesson plan shall be paid $35/period.

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

ARTICLE VI

TEACHING CONDITIONS

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

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

Change total students to be seen per week for secondary to 150.
This does not include band or physical education

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

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

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

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

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

E. The Board shall provide:

1. A desk in each room for teacher's use.

2. Suitable closet space for each teacher to store coats and overshoes or some other suitable space.

3. Copies of textbooks, teacher editions, for all courses a teacher may teach.

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4. Adequate lockable storage space for instructional material.

5. Materials necessary for required teaching responsibility.

F. To assist the district with cafeteria, patrol, bus and study hall duty, the Board agrees to engage aides in the high school, the junior high, and the elementary schools who will be responsible to the principal and/or teachers. The aides will assist in patrol duties, inventories of supplies and equipment, duplication of teaching materials, collecting monies for milk and lunch, and similar non-professional responsibilities.

G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment. If a teacher chooses to get their commercial driver's license and drive a school bus, this individual would be compensated to drive for 'extracurricular' runs per the transportation contract.

H. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities for teacher use and at least one room for use as a faculty lounge. Provision for such facilities will be made in all future buildings.

I. Present telephone facilities shall be made available to teachers for their reasonable use.

J. Upon request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas.

K. Adequate parking facilities shall be provided and properly maintained exclusively for teacher use.

L. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII

QUALIFICATIONS AND ASSIGNMENTS

A. The Board will observe the rules and regulations formulated by the State Department of Education regarding Teacher Certification.

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

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

C. Prior to instituting student and/or intern teaching programs, the Board will consult with the Association. If the Board institutes such a program, assignments shall be voluntary, and the Board will not exercise any coercive actions against teachers.

D. At the secondary level, efforts will be made to limit preps to four or less classes/sections whenever possible with consideration given to teacher certification. Teachers may be consulted about the need to have multiple preps.

ARTICLE VIII

VACANCIES, TEACHER PLACEMENTS AND TRANSFER

Vacancies

A. Definition of “Vacancy”:

A vacancy shall be defined for purposes of this Agreement as an unassigned, open position, or a newly created position. This Includes newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of ten (10) or more school days.

Any vacancy that occurs after the beginning of the school year and before January 15th shall be considered a permanent position. Positions filled after January 15th will be considered ‘temporary’ and will be posted at the end of the school year.

B. Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association.

Positions as described above shall be posted at least ten (10) days prior to being filled. This may be an expedited five (5) day posting if mutually agreed upon. Posting can be further expedited if mutually agreed upon from the district and association. Bargaining unit employees may apply for such positions by submitting an email of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Awarding of Vacancies and Placement:

Internal qualified applicants may be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this Section.

The most qualified and adequately certified internal applicant shall be awarded the position. “Most Qualified” shall be determined as follows for placement.

1) Teachers displaced due to changes in enrollment are given priority placement to stay in their current building.
2) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent’s office in compliance with Revised School Code Section 1532.
3) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent’s office.

a) In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation of file with the Superintendent's office including:
   - Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding:
   - Credentials needed for District, school, or program accreditation;
   - District-provided professional development, training, and academic preparation for an instructional assignment that is integrated into instruction;
   - Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
   - Disciplinary record, if any
   - Length of service in a grade level(s) or subject area(s);
   - Recency of relevant and comparable teaching assignments;
   - Previous effectiveness ratings;
   - Attendance and punctuality;
   - Rapport with colleagues, parents, and students;
   - Length of service

Transfers

A. Definition of "Transfer":

A "transfer " shall be defined as either a voluntary or involuntary change in (1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit.,(2) building assignment, (3) grade level(s) included in an assignment in preK-5, (4) subject area(s) included in an assignment, (5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or (6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article VIII C pertaining to vacancies. Other transfers will be governed by this Section.

B. Transfers:
A request for a transfer must be made by May 1st in writing to the Personnel Office with a copy to the Association. The request shall specify the school, grade, and subject/position sought. Subject to possessing adequate certification, a request for voluntary transfer shall be granted unless the granting of same is inconsistent with the contract language pertaining to the filling of vacancies.

The Employer shall acknowledge receipt of the request for transfer within five (5) working days. No bargaining unit employee shall be discriminated against because of a request to transfer. The district has the right to transfer staff to meet the enrollment needs to ensure sustainability of programming using the criteria agreed upon with regard to teacher placement. Vacancies caused by a voluntary transfer shall be posted unless that vacated position is eliminated.

Reduction in Force and Recall for Classroom Teachers

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy guides the implementation of that statute.

General Provisions

A. The Superintendent is responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.
B. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 set forth in the teacher placement provision in this agreement.
C. Decisions about the reduction and recall of teachers will be guided by the following criteria:
    1. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary teacher rated as effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.
    2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
        a. Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
        b. Based on documentation on file with the Superintendent's office.
            i. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
            ii. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
            iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

- Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding:
- Credentials needed for District, school, or program accreditation;
- District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment that is integrated into instruction;
- Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
- Disciplinary record, if any
- Length of service in grade level(s) or subject area(s);
- Recency of relevant and comparable teaching assignments;
- Previous effectiveness ratings;
- Attendance and punctuality;
- Rapport with colleagues, parents, and students
- Length of service.

3. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
    a. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
    b. A laid-off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
    c. Failure to maintain current contact information may negatively impact the teacher's recall.

4. Teacher reductions and recalls are by formal Board action.

5. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction by April 30th.

6. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.

7. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

D) Teacher reduction in force decisions will be implemented by the following:

1. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the factors set forth in the teacher placement provision in this agreement.
2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in the teacher placement provision in this agreement.
3. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position as set forth in the teacher placement provision in this agreement.
4. If more than one (1) teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the Superintendent or designee will fill the vacancy as set forth in the teacher placement provision in this agreement.
5. If the reduction or recall decision involves more than one (1) teacher and multiple teachers and all factors distinguishing those teachers from each other are equal, the Board may approve and implement a tiebreaker mechanism that will be based on subdomains related to student engagement and student assessment components of the agreed upon evaluation rubric of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and all factors distinguishing those teachers from each other are equal, the teacher with the higher year-end effectiveness score reflected in the subdomain related to student engagement and student assessment components of the agreed upon evaluation rubric portion of the evaluation will have preference for reduction or recall, as applicable. If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.

Teacher Recall Process

A. A teacher is eligible for recall under this Policy for fifteen (15) months from the date the District implemented the reduction of force. A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified and which is equivalent to the one from which they were laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The recalled teacher shall have two weeks to report back to work unless a different date is mutually agreed upon.
B. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
C. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with the policy set forth in the teacher placement provision in this agreement.

D. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
    - Recall the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than one laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy as set forth in the teacher placement provision of this agreement.
    - The Superintendent may post the vacancy if no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.

E. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers, and will establish the time within which a teacher must accept the recall to preserve the teacher's employment rights.

F. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

G. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

If a collective bargaining agreement or individual employment contract governs a reduction in force or recall, the Superintendent or designee will adhere to the applicable language.

Reduction in Force and Recall of Non-Teaching Professionals Not Subject to Revised School Code Section 1229

1.) For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

2.) If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

Unemployment Compensation

A. A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received pus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article XIX until the end of the following month of the notice of layoff.

B. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE IX

ILLNESS AND DISABILITY

A. Sick Leave. All full-time teachers absent from duty shall be allowed a total of ten (10) days per school year with pay, which may be used for the following reasons:

1. Personal illness.

2. Illness in the immediate family (spouse, children, (grand)parents, parents-in-law). The definition of immediate family may be expanded prior to the opening of each school year on an individual basis subject to verification of such dependency and approval of the superintendent.

3. Attendance at the funeral of a person whose relationship to the teacher warrants such attention is at the discretion of the superintendent.

4. A pregnant employee shall have the right to use accumulated sick leave benefits for maternity related illness or disability.

5. Birth, adoption or foster care of a child.
   Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child.

6. The above sick leave shall be subject to the following:
   a. Teachers shall be required to notify the appropriate personnel in the event of an absence due to personal, critical or emergency illness a minimum of 90 minutes before the teacher is to report, of the expected day's absence so that a substitute may be obtained, unless circumstances make such notification impossible or unreasonable to do so. In order to be eligible for payment for the day of absence without notification to the principal for the time herein above specified, it will be necessary for the teacher to file with him a written statement concerning reasons for failure to notify. Based upon these reasons, the principal shall have the discretion to waive notification.
   b. Notification for leave for a funeral or death of a person is expected as soon as practicable to the superintendent or the building principal.
   c. Sick leave days herein above granted, which remain unused, shall be allowed to accumulate, from year to year, to a maximum of 120 days. The rate of pay for each unused sick day shall be $40.00 per day, unless you qualify for the sick leave program.
   d. Administration reserves the right to require a doctor's certificate or other evidence of illness after three (3) successive days of absence. On the fifth (5th) cumulative day of absence, teachers may be required to furnish medical certification of absence.

   The parties agree that abuses of sick leave are violations of the ethical standards of the teaching profession and may subject the teacher to disciplinary action.

e. Sick Leave (Sp.) Incentive Program

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

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

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

Attendance Incentive - for each unused sick leave day:

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

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

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

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

C. In case of injury to an employee while working for the Board of Education, which would be covered under worker's compensation, the employee will receive the difference between the worker's compensation allowed and his full salary, but not in excess of the amount of salary in his sick leave credit.

D. The Board of Education will cooperate in the operation of a sick leave bank. All certified professional personnel of the bargaining unit with one year service in the district may participate in the bank on a voluntary basis.

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

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

ARTICLE X

PERSONAL BUSINESS

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

JURY DUTY

A. Personnel selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service; provided a statement from the court, certifying the days of service, is filed with the Board.

B. Personnel subpoenaed as a witness to appear in court will not be penalized in Loss of pay, sick days, or other benefits for absences due to such appearance, provided the subpoena is filed with the Board.

C. The individual will remit to the Board the amount of salary compensation received for such duty from the court.

ARTICLE XI

SABBATICAL LEAVE

A. The Board of Education reserves the right to select a teacher for sabbatical leave. The Board shall make a decision prior to April 1 of the year preceding the leave. The teacher selected for such leave shall receive one-half salary plus insurance benefits.

B. The teacher on return from sabbatical leave shall be reassigned at the discretion of the Board and shall receive no less than the salary he would be entitled to if he had taught in the district during such leave.

C. No more than one teacher shall be selected in any school year and nothing in this Article requires the Board to make a selection annually.

ARTICLE XII

UNPAID LEAVES OF ABSENCE

A. Leave of absence of up to two years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories, or countries, foreign or military teaching programs, the Peace Corps, Teachers Corps or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to this professional responsibilities; provided said teacher states in writing his intention to return to the school system at the end of his leave. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule that he was when he left.

B. Military leave shall be granted in accordance with the Universal Military Training Act. During times of National emergency, teachers who voluntarily enlist shall be afforded the same benefits.

C. A leave of absence of up to two years shall be granted to any teacher upon application for the purpose of serving as a duly elected state officer of the Association. Upon return from such leave, said teacher shall be placed at the same position on the salary schedule as he was when he left.

D. A leave of absence without pay shall be granted upon application for the purposes of campaigning for or serving in a public office providing that notice of such intent is given by July 1 or sixty (60) days prior to the beginning of the second semester of the school year for which the application is made.
Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left, provided however, that the Board may grant experience credit on the salary schedule if the public office was in a field related to the instructional area of the teacher. Consideration of such credit must be made prior to the granting of the leave of absence.

E. Upon written application, at least thirty days in advance of leave, an unpaid leave of absence of up to one year, or until the beginning of the nearest marking period (not to exceed one (1) year), for the purpose of childcare shall be granted.

1. An extension of childcare leave beyond one year may be granted by the Board provided a written request for the extension is submitted at least sixty (60) days prior to the expiration of the original leave. A written notification by the teacher of intent to return to work shall be submitted to the superintendent's office at least sixty (60) days prior to the expiration of the leave. An employee will not receive scheduled increases in salary or seniority credit during such leaves.

2. Return from childcare leave prior to the termination of the leave may be approved by the Board at the request of the employee.

3. An employee adopting a child may receive a leave under this provision which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

F. A leave of absence for up to one year without pay may, upon approval of the Board, be granted for study related to the teacher's licensed field, study to meet eligibility requirements for license other than that held by the teacher, and study, research, or special teaching assignment. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as when he left. If, at the discretion of the Board, such leave will result in an advantage to the school system, the Board may grant equal experience on the salary schedule.

G. Upon written request, a leave of absence for an illness in the teacher's immediate family may be granted for a period not to exceed one (1) year renewable at the discretion of the Board. Said leave shall be without pay or advancement on the salary schedule. Immediate family shall be defined as mother, father, spouse, child or sibling when under the care of the teacher or others upon approval by the superintendent.

H. A teacher who does not qualify for a leave authorized by this Agreement may, upon the approval of the superintendent, be granted an extended leave of absence for special personal reasons. Such leave shall be without salary and may not exceed a period of one (1) year. The teacher requesting the leave shall give definite assurance in writing that they intend to return to the employment of the Board following termination of the leave.

I. In order to be eligible to return from a leave of absence, each teacher must notify the Board of Education at least sixty (60) days prior to the specified termination date of the leave of absence of his intent to return to employment with the Yale School District.

J. Teachers granted leave of absence shall, upon their return, retain the same tenure status as when they left.

K. The Board retains its right under the Tenure Act to grant leaves of absence without request because of physical or mental disability. Any such action taken must be based upon appropriate evidence.

L. Re-employment for any leave of absence shall be on the date established by the Board when granting the leave.

M. Any teacher on leave of absence may request re-employment prior to the termination of the leave.

ARTICLE XIII

EVALUATIONS

A. Beginning with the 2024-2025 school year, the District shall use the following performance evaluation system:

1. The 5D+ Rubric for Instructional Growth and Teacher Evaluation or a mutually agreed upon state approved tool.
2. The locally-developed student growth and assessment tool;

    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
    b. The teacher and the evaluating administrator may exclude students that have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

B. Process: There will be post-observation feedback, year end evaluation feedback, and IDP provided as needed.

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

    a. Building administrators shall perform the observations of the teacher in their buildings. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If a teacher is assigned to multiple buildings, the teacher has the right to request an alternate administrator. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.
    b. The observation must include a review of pupil engagement in the lesson that is observed.
    c. To ensure 1. b and 1. c above the observation shall be no less than fifteen (15) consecutive minutes. After the first post-observation meeting and after successive post-observation meetings, the teacher may request successive observations shall be no less than thirty (30) consecutive minutes. If this request is not met, the teacher will be rated effective for the school year
    d. There will be at least one scheduled and one unscheduled observation. Notice of each planned observation date shall be given to the teacher at least one (1) school day prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
    e. Feedback on the observation will be discussed during the post-observation meeting between the administrator conducting the observation and the

teacher. The post-observation meeting shall be held no later than ten (10) school days after the observation occurred. At the post observation the teacher will be provided written feedback on that observation.

f. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 30 school days apart. The first observation shall occur no later than December 15 (or a mutually agreed upon date by the evaluator and teacher) of each school year.
g. All classroom observations must be completed before Memorial Day.
h. In years where a teacher is not being evaluated, there may be a formal classroom observation(s) if there are areas of justifiable concern that may require support from administration. If this is necessary, consultation with YEA union leadership will occur.

2. Beginning in the 2024-2025 school year, the annual evaluation system will assign a year-end rating of "effective," "developing," or "needing support." The year-end evaluation determination shall be delivered at a meeting with the observing administrator and the teacher no later than by the last day of the school year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination. These ratings will be determined numerically based on the following criteria:

   a. The "Effectiveness Rating: Aggregate Professional Practice" score shall be determined within the 5D+ Rubric:
   b. The locally-developed student growth and assessment tool shall be used to determine student growth score by using the following scale: a mark of "unsatisfactory" shall receive 1 point, a mark of "basic" shall receive 2 points, a mark of "proficient" shall receive 3 points, and a mark of "distinguished" shall receive 4 points.
   c. A teacher's final year-end rating shall be determined by weighted average of 80% "Effectiveness Rating: Aggregate Professional Practice" and 20% student growth score. For example, a teacher who has an aggregate professional practice score of 2.75 and a student growth data score of 3 would receive a final year-end rating of 2.80 because 0.80*2.75 + 0.20*3 = 2.80.
   d. A teacher's final year-end rating shall be "effective" for total scores greater than or equal to 2.5, "developing" for scores greater than or equal to 1.5 and less than 2.5, and "needing support" for scores less than 1.5.
   e. Data – 15% from agreed upon local assessments (Elementary, YJH Core Teachers) or Student Learning Objective/Pre-Post (YJH Elective YHS)

      For 2024-2025 the 5% of the evaluation data would come from a teacher choosing between school data from the EVAAS system and writing a reflection on their data OR completing ALT Model lessons and completing a reflection with a rubric.
      At the close of the 2024-2025 year, administration and staff will refine a rubric that can be used for the 2025-2026 school year and beyond for the 5% ALT Model option.
      *A teacher must choose by the first Friday of October on which choice they are making.

Teacher/Professional Education Evaluation Data Examples located in Appendix D

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

4. Teachers who have been rated “highly effective” for three (3) consecutive years before July 1, 2024 will be evaluated triennially. After July 1, 2024 “effective” ratings for three (3) consecutive year-end evaluations shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective rating for an additional three (3) consecutive years.

5. Teachers whose most recent evaluation rating is developing or needing support shall submit a self-assessment and growth plan. Teachers whose most recent evaluation rating is effective (non-evaluation years) shall not be required to submit either self-assessment or growth plan. A mid-year check-in/meeting will continue to be part of the improvement/growth process for teachers. Goals must be submitted in the agreed upon evaluation tool.

6. In addition to the above procedures (Sections B. 1-5), teachers who are evaluated with an IDP(received a “minimally effective,” “ineffective” prior to July 1, 2024, or “needing support”, or “developing” rating thereafter, and/or 1st year teachers) shall be provided the following:
   a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
   b. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
   c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than President’s Day, that is used as a supplemental tool to gauge a teacher’s improvement from the preceding school year and to any needed additional improvement that is aligned with the existing IDP.is
   d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

7. Any non-compliance with the evaluation process as described above may be subject to the grievance process.

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

C. Rights of Tenured Teachers;
   1. A tenured teacher who is rated as “needing support” shall have the following due process rights to challenge said rating:
      a. The teacher may request a review meeting of the evaluation and the rating to the district’s superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.
      b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
         i. The request must be submitted in writing within thirty 30) calendar days after the teacher receives the written response from the superintendent.
         ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

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

D. Training on the evaluation system, tools, and reporting forms:
   1. Within the first four (4) weeks of each school year, the district shall provide, during Professional Development time, training to all teachers who are hired after July 1, 2024 on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process. If a newly hired teacher can provide evidence that they have been trained or been evaluated using the current district evaluation tool, no further training will be required.
   2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a “rater reliability” training every three (3) years as approved by the MDE and minimally includes all of the following:
      a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix D.
      b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.
      c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.
e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE XIV

PROFESSIONAL IMPROVEMENT

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community education projects.

B. Any teacher who is requested by the Board to enroll in a course related to his instructional responsibilities at an NCATE (National Council for Accreditation of Teachers Education) accredited college or university shall receive full reimbursement from the Board of Education for his tuition, books, meals, lodging and transportation expenses upon the successful completion of such course. The amount of this reimbursement shall be predetermined.

C. The Board will continue its policy of providing all or part of the expenses for teachers to attend professional conferences within the limitations of the budget and upon the approval of the principal and superintendent. Expenses appropriate shall be travel, meals, lodging, registration fees and costs of providing a substitute teacher needed to relieve the participant.
Requests for such permission to attend conferences at the expense of the Board shall be made in writing at least 45 calendar days prior to the date of the conference if possible. A full and complete conference agenda must be submitted with the request.

D. District mandated professional development that requires an individual attendance beyond the employee's contracted time shall be compensated at the rate of:
- $ 50 per half day PD
- $100 per full day PD

Notable Exceptions:
- Employees who are provided a stipend for attendance from another source, will not be eligible for district provided payment.

E. The administration will work with the Association to arrange for after school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualifications to participate in the presentation of such programs. All teachers may attend such programs.

F. The Board may request a teacher, or teachers, to attend certain professional conferences or school visitations at the Board's expense. This request shall be made to the teacher in writing at least twenty (20) days prior to the conference.

G. Mentor Teachers

1. When bargaining unit members are used as mentor teachers such participation shall be voluntary on their part, but selection of the mentor teacher will be made by the building administrator of the mentee. Mentor teachers will be tenured.

2. All Training for the mentor teacher shall be provided by the district or RESA and shall be scheduled during regular school hours for the mentor teacher, if possible. A Mentor teacher shall be compensated at an hourly rate for the training time if it is beyond the normal school day
(teacher sub hourly rate).

3. Every effort will be made to match mentor teachers and mentees in the same building and area of certification.

4. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other.

5. Full-time district employees will have no more than two mentees.

6. Although the optimum arrangement would be for the mentor and mentee to work together for three (3) years, either party may opt out with the approval of the building administrator at any time during this agreement. It is noted that the best time for a change would be in June.

H. Microcredentials

If teachers get training in the following courses, they can earn a stipend after they have presented to the staff at a staff meeting or had their administrator observe them using it in class with students. These are one-time stipends. Staff can do one (1) per year for payment.

Canva - $280
Google Teacher Certification – Level 1 $400; Level 2 $600
NEA Assessment Literacy Competency - $525
Generative Al for Educators (Google) - $200 (YHS & YJH only)
Computational Thinking - $525
LETRS - $1,400
Kagan Win/Win Discipline - $800
*Additional microcredentials will be mutually agreed upon by the Improvement & Innovation Council, which has a mix of administration and teacher representatives.

ARTICLE XV

STAFF DISCIPLINE

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if the conduct disrupts the learning environment, or school safety, and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

2. An Employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

3. The superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.

4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures. The Parties recognize that the severity of an offense may result in the acceleration of the discipline measures; however, when appropriate, a progression through the discipline measures will be followed.

5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.

6. The Superintendent or designee is authorized to impose discipline except for:

    a) Nonrenewal of a probationary teacher; or
    b) Discharge of a probationary teacher.

The Board's action may be based upon the Superintendent or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

B. Tenured and Non-Probationary Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designed to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

1. The Superintendent or designee may consult with legal counsel in appropriate cases and my request that legal counsel assist with an investigation.

2. The Superintendent or designee will give the Professional Staff member oral or written notice of the allegation(s).

3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

4. The Superintendent or designee will give oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).

5. An employee who is subject to an investigatory interview that my result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.

7. If an investigation concludes that a preponderance of the evidence (.i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:

    a) the seriousness of the offense:
    b) the Professional Staff member's prior disciplinary and employment record;
    c) whether other Professional Staff members have engaged in similar or like past conduct known to the district's administration and the discipline imposed for those infractions;
    d) the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;
    e) applicable federal or state law;
    f) the Professional Staff member's acceptance of responsibility;
    g) the likelihood of recurrence; and
    h) any other factors the Superintendent or designee determine are relevant.

8. Disciplinary measures may include:

    a) Warning;
    b) reprimand;
    c) unpaid suspension;
    d) financial penalty; or
    e) discharge

    The Parties recognize that the severity of an offense may result in the acceleration of the discipline measures; however, when appropriate, a progression through the discipline measures will be followed. The District may apply appropriate disciplinary measures. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

9. Discipline will be confirmed in writing and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation.

10. The Superintendent or designee is authorized to impose discipline except for:

    a. the discharge of a Professional Staff member; or
    b. the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

    The Board's action may be based on the Superintendent or designee's written recommendation and applicable procedures in the Teacher's Tenure Act.

11. A bargaining unit member under schedule B1 for the district when receiving discipline in those duties shall be done so separately from their teaching discipline unless the severity of the offense may provide for the acceleration of the progressive discipline system.

12. Association Representation:

    The employer shall offer association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed. If an employee is offered representation and declines, they must sign documentation of that right and may revoke that waiver and insist on representation at any time.

13. All YEA and district employees can review their personnel file at any time during regular business hours.

14. Complaints:

    No material including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in questions. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

    Complaints, as defined in this Section, shall not be useable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The grievance and arbitration procedures are detailed in Article XX of the YEA contract.

Legal authority: MCL 38.71 et seq.; MCL 380.601a; NLRB v J Weingarten, Incl, 420 US 251 (1975)

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule B which is attached to and incorporated in this Agreement.

B. The superintendent may place a newly employed teacher or a teacher returning to the system after a break in service of one (1) year or more, excluding approved leaves of absence, at any step on the salary schedule. It is understood that a teacher shall not be given credit in excess of his teaching or related experience, but may be placed at any step up to his experience. Signing of an individual contract by a teacher shall constitute agreement with the placement and shall not be subject to the grievance procedure.

C. The salary schedule is based upon the regular school calendar as set forth in Schedule A and the normal teaching load as defined in this Agreement.

D. Teachers involved in extra duty assignments set forth in Schedule B1 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Schedule C without deviation. Fifteen (15) days after completion of the activity, compensation will be issued with the next regular pay.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance which shall be set at the IRS maximum rate allowable per mile. The same allowance shall be given for use of personal cars for field trips or other business for the district.

F. Teachers shall have the option of choosing one of the following methods of payment: 21 equal pays, 21 equal pays plus 1, or 26 equal pays. (21 plus 1 pay equals 21 pays at the 26 pay rate plus one summer check totaling the other 5 pays). (27 pays when needed)

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ARTICLE XVII

STUDENT DISCIPLINE

A. Both the Association and the Board recognize that teaching effectiveness is enhanced by teaching appropriate student behavior and maintaining clear expectations. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers in their normal and reasonable disciplinary procedures. Teachers recognize that they bear a responsibility for maintaining proper control and discipline in the school building. It is recognized that discipline problems are less likely to occur in classes where a high level of teaching is being done. It is likewise recognized that when discipline problems do occur, disciplinary action should be constructive and based on restorative practices. Counseling, encouragement, praise and emphasis upon the child's desirable characteristics are generally more effective than penalty alone. Teachers also recognize that all disciplinary actions and methods invoked by them shall be reasonable and just, and in full accordance with established Board and Administrative policies.

B. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing and the pupil's parents will be notified of the exclusion. The pupil may not be returned to the class until after communication between the principal and the teacher. If the pupil is excluded from class for a second time for the same reason, he or she shall not be returned to the class until after consultation with the principal, teacher and parent.

C. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board may provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. Teachers shall not inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances.

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

a. For self-defense or the defense of another.
b. To prevent a pupil from inflicting harm on himself or herself.
c. To quell a disturbance that threatens physical injury to any person.

Key identified and trained personnel must be contacted when these situations arise.

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

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

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

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

ARTICLE XVIII

INSURANCE PROTECTION

A. Dependent upon Board Action (i.e. “Hard-Cap” or 80/20) the District agrees to pay the legal maximum amount toward health premiums or deductibles each fiscal year of the contract. Employee Benefits in the areas of Dental, Vision, Life, LTD, et al, are not affected by the “Hard-Cap” or 80/20 Legislation at this time. Employee groups must make an annual medical insurance carrier selection from an approved vendor list and notify the district by May 1st prior to the applicable fiscal year. Duplication of benefits will not be provided in this plan. Effective July 1, 2014 the Board agrees to furnish all regular full-time teachers, excluding substitute and per diem teachers the following insurance protection.

If legislation changes to increase the District payment beyond 80% or the equivalent hard cap, the District and YEA may competitively bid health care plans and mutually agree upon the MESSA plan or equivalent plan.

1. Health plans through MESSA will be offered.

2. Delta Dental 80/80/80, $1500 plus the corresponding adult orthodontic rider, including internal coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.

3. Term Life Insurance coverage of $55,000 including accidental death and dismemberment.

4. VSPIII.

5. MESSA/LTD (long term disability) insurance providing 2/3's of the employee's monthly salary to a maximum of $4000 per month after a straight waiting period of 90 calendar days, with 2-year coverage for mental/nervous and drug/alcohol disabilities and freeze on offsets to age 65.

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

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

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

2. Dental - same as Plan A.

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

B. Teachers leaving at the end of the school year shall have coverage paid through the next August 31st. Notable exception for retirees:
Teachers leaving at the end of the year for the purpose of retirement will have insurance coverage cease on the last day of the month before retirement (i.e. Last date of "work" is June 30, 2020 with an effective July 1, 2020 retirement date. Therefore, insurance benefits will terminate as of June 30, 2020).

C. Each individual member will be required to fulfill a co-payment equal to the "Hard-Cap" or 20% (Dependent upon board action). This co-payment will be deducted from the employee in equal amounts on the pays schedule.

D. The School District is not responsible for benefits available under said insurance coverage for any period when the employee is not covered by the carrier. The Board shall notify the Association ten (10) days prior to such coverage being terminated.

E. Teachers employed less than full-time shall have their insurance benefits prorated.

F. During the life of this Agreement, the parties agree to form a committee to study the issue of insurance cost containment. The committee shall consist of three members appointed by the Administration and three members appointed by the Association.

ARTICLE XIX

GRIEVANCE PROCEDURE AND ARBITRATION

Section I

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

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

Section II

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

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

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

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

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

a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
b. He shall have no power to establish wage scales or change any wage.
c. He shall have no power to change any practice, policy or rule of the Board.
d. He shall have no power to decide any question which under this Agreement is within the right of the Board to decide. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.
e. If either party disputes the arbitrability of any grievance under terms of this Agreement, the Arbitrator shall first hear the issue of arbitrability and then proceed to hear the merits of the case only after ruling the grievance arbitrable.
f. He shall have no power to interpret State and/or Federal law, nor shall he hear any matter involving constitutional rights even though all teachers retain such rights under provisions of this contract; however, he shall be able to cite case law in making his award.

g. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

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

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

Section III

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

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

Section IV

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

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

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

ARTICLE XX

INSTRUCTIONAL PROGRAM DEVELOPMENT

A. Department heads shall be employed in each core area at the Junior High and High School plus an elective representative and the department in focus at the elementary.

B. The Board will seek the assistance and advice of its professional employees regarding curriculum development, courses of study, textbooks, pupil testing, teaching techniques, professional practices and other matters consistent with the philosophy and educational goals of the district.

C. Each teacher should contribute his time and effort whenever asked to do so in the study and formation of a report on those aforementioned matters. Appointment to various committees will be made by the administration with prior consultation with the Association of the matters to be studied.

D. Committee reports will be referred to the Association prior to a presentation to the Board. All such committees shall serve in an advisory capacity only, and failure of the Board to place any of its recommendations in effect shall not constitute the basis for a grievance. The Board shall respond to all recommendations within 30 days.

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

F. The Building Handbooks will be uniformly written and administered among the buildings within each level.

ARTICLE XXI

NEGOTIATION PROCEDURES

A. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. The YEA may request monthly meetings with the superintendent to discuss implementation of the contract. The YEA will submit an agenda to the superintendent seven (7) days prior to said meeting date. If the superintendent wishes to add items to the agenda, he shall notify the YEA of the additions three (3) days before the weekly date. The seven (7) days may be varied upon mutual consent.

C. When a mutually acceptable amendment of the Agreement results, it will only become valid when ratified by the Board and the Association.

D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside of the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission (MERC) or take any other lawful measures it may deem appropriate.

F. The parties agree to negotiate the working conditions "quality" legislative changes passed in 1993.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

B. Individual contracts shall be signed by all new employees at the time of their employment. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreement to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling. Individual contracts shall include a statement of the teacher's annual salary and position of the salary schedule, the amount of any extra pay and the position for which the pay is received, a statement of the teacher's accumulated sick leave, and a provision for reduction of staff.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

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

E. The Association and Board recognizing that Article III, Section 1 of the Michigan Teacher Tenure Act makes tenure in a position other than as a classroom teacher subject to contract, agree that no employee of the Board shall be deemed to have tenure in any position other than as a classroom teacher.

ARTICLE XXIII

CONTINUITY OF OPERATIONS

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

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God or a labor dispute with employees outside of the bargaining unit.

D. When the school system is closed as a result of inclement weather or other acts of God, teachers shall not be required to report. Teachers shall be paid, with no loss of sick days or personal leave days, for all such days when school is closed, except as limited below:

1. In the event that the district is required to make up or reschedule student attendance days in order to meet minimum state requirements, the following provisions shall apply:

   a. Paragraph D above shall continue in effect.

   b. Teachers may be required to make up rescheduled student attendance days and will be compensated as described in paragraphs (c) and (d) below:

   c. If school is canceled for the entire day before teachers have reported for work, teachers shall receive no additional compensation for the rescheduled student attendance day(s). The only exception shall be if the rescheduled day(s) cannot be counted in which case paragraph (d) shall apply.

   d. If school is canceled after the normal starting time of teachers, and the day cannot be counted as one of the 180 days of student instruction, the day may be rescheduled.

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

      The rescheduled day shall be considered part of the 180 – day requirement with no other additional pay.

   e. If school is canceled after the normal starting time of teachers and the day can be counted as one of the 180 student days, there shall be no additional compensation, and the day will not be rescheduled.

2. Rescheduling of student instruction days shall occur at the end of the school year following the last day of scheduled classes in June or a mutually agreed upon date.

a. If classes are canceled, or dismissed early, teachers will not be required to be in attendance during that period of time.

b. When the start of classes for students is delayed, teachers should make every effort to be in attendance as soon as safely possible.

c. When buses are delayed due to inclement weather, teachers will be required to be in attendance as soon as safely possible.

ARTICLE XXIV

VOLUNTARY JOB-SHARING PROGRAM

A. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. The purpose of this program is to allow two teachers to share a single full-time assignment.

B. It is expressly understood that this voluntary pairing, otherwise known as "Job Sharing", shall not occur if the pairing results in the layoff, involuntary transfer, or the attrition from a building of a full-time teacher. No teacher in the district shall be involuntarily transferred in order to create shared time positions. The voluntary sharing of a single position by two teachers likewise shall not occur if such sharing prevents the recall of a laid off teacher.

C. Teachers wishing to participate in the job-sharing program shall notify the Superintendent by March 15, by completing an application on a form mutually agreed upon by the Board and the Association. Later applications may be considered by the Superintendent.

D. The position to be shared shall be mutually agreed to by the teachers and the administration.

E. The job-sharing position shall be effective for one school year. The individuals, however, may initiate a request to continue their pairing for an additional year as a team or with a new partner.

F. At the conclusion of the school year, both teachers will return to a full-time assignment, subject to the provisions of Article XIII.

G. The building principal will have the opportunity to interview teachers who wish to job share in his/her building.

H. All other articles of the master agreement shall remain in full force and effect.

I. Teachers participating in the job-sharing program shall receive a full year of seniority.

J. Job sharing rotations for secondary and intermediate may be:

1. 60% full year
2. 40% full year
3. 60/40% full year (teachers alternate at semesters)

K. Job sharing rotations for elementary may be:

1. Half days or a
2. Prearranged schedule

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

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

M. Additional Requirements

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

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall be effective as of August 1, 2024 and shall continue in effect until June 30, 2027 with a wage reopener after the completion of 2025-2026 year. If neither party gives written notice to the other of a desire to reopen this agreement at least 90 days prior to the expiration date, this agreement shall automatically be extended for one additional year.

EDUCATION ASSOCIATION

By _____
Kelly Hossack, Co-President YEA

By _____
Kate Favre, Co-President YEA

By _____
John Creasey, MEA,
Negotiating Committee

BOARD OF EDUCATION

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

By _____
,
Negotiating Committee of the Board

By _____
,
Negotiating Committee of the Board

ARTICLE XXVI

CONTRACT REVIEW

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

YALE PUBLIC SCHOOLS - SCHEDULE B

24-25	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	10%	2%	2%
Lane	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
BA	$42,342	$44,353	$46,460	$48,667	$50,979	$53,400	$55,937	$58,594	$61,377	$67,514	$68,865	$70,242
MA	$47,383	$49,634	$51,992	$54,461	$57,048	$59,758	$62,596	$65,570	$68,684	$75,553	$77,064	$78,605
MA+15	$50,463	$52,860	$55,371	$58,001	$60,756	$63,642	$66,665	$69,831	$73,148	$80,463	$82,073	$83,714
MA+30	$52,673	$55,174	$57,795	$60,540	$63,416	$66,428	$69,583	$72,888	$76,351	$83,986	$85,665	$87,379

25-26	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	10%	2%	2%
Lane	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
BA	$43,401	$45,462	$47,622	$49,884	$52,253	$54,735	$57,335	$60,058	$62,911	$69,202	$70,586	$71,998
MA	$48,568	$50,875	$53,291	$55,823	$58,474	$61,252	$64,161	$67,209	$70,401	$77,442	$78,990	$80,570
MA+15	$51,724	$54,182	$56,755	$59,451	$62,275	$65,233	$68,332	$71,577	$74,977	$82,475	$84,124	$85,807
MA+30	$53,989	$56,553	$59,240	$62,054	$65,001	$68,089	$71,323	$74,711	$78,259	$86,085	$87,807	$89,563

On Schedule Only '25-26

Lane	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
BA	$42,977	$45,019	$47,157	$49,397	$51,743	$54,201	$56,776	$59,472	$62,297	$68,527	$69,898	$71,296
MA	$48,094	$50,379	$52,771	$55,278	$57,904	$60,654	$63,535	$66,553	$69,715	$76,686	$78,220	$79,784
MA+15	$51,220	$53,653	$56,201	$58,871	$61,667	$64,597	$67,665	$70,879	$74,246	$81,670	$83,304	$84,970
MA+30	$53,463	$56,002	$58,662	$61,448	$64,367	$67,424	$70,627	$73,982	$77,496	$85,245	$86,950	$88,689

For the 2026-2027 school year, if the Fall student full-time equivalent (FTE) is at or above 1,700 each employee covered under the YEA Contract will receive a one-time payment of $400 in January of 2027.

YEA Salary Schedule	2026-2027	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	4.75%	10%	2%	2%
Lane	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12
BA	$46,144	$48,336	$50,632	$53,037	$55,556	$58,195	$60,959	$63,854	$70,240	$71,995	$73,435
MA	$51,638	$54,090	$56,660	$59,352	$62,170	$65,123	$68,217	$71,458	$78,603	$80,567	$82,178
MA+15	$54,994	$57,606	$60,343	$63,209	$66,212	$69,357	$72,651	$76,102	$83,712	$85,803	$87,519
MA+30	$57,402	$60,129	$62,984	$65,976	$69,110	$72,393	$75,832	$79,433	$87,376	$89,559	$91,350

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

1. Courses must be at the graduate level unless approved in advance by the Superintendent.
2. Courses must be completed after the issuance of the MA degree.
3. Courses must be related to teaching, administration or education.
4. Online/Correspondence courses or courses taken in pursuit of a law degree will be excluded unless approved in advance by the superintendent.
5. Only hires prior to August 2017 are eligible for the MA+15 lane.

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

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

Schedule B1 Compensation

Boys Basketball	**Pay**	***Participation Number for Additional Assistants**	**Level (Varsity or Sub Varsity)**	**Wrestling**	**Pay**	***Participation Number for Additional Assistants**	**Level (Varsity or Sub Varsity)**
Head Varsity	$6,100			Head Varsity	$6,100		
Assistant Varsity	$1,500	10	at varsity level	JV / Assistant Varsity	$4,200	15	at varsity level
JV	$4,200			Program Assistant	$1,500	32	combined 9-12

9th Grade	$3,850			Head Junior High	$3,150		
Program Assistant	$1,500	33	combined 9-12	Assistant Junior High	$1,500	16	at JH level
8th Grade	$3,150						
7th Grade	$3,150			**Volleyball**	**Pay**	***Participation Number for Additional Assistants**	
Girls Basketball	**Pay**	***Participation Number for Additional Assistants**		Head Varsity	$6,100		
Head Varsity	$6,100			Assistant Varsity	$1,500	12	at varsity level
Assistant Varsity	$1,500	10	at varsity level	JV	$4,200		
JV	$4,200			9th Grade	$3,850		
9th Grade	$3,850			Program Assistant	$1,500	39	combined 9-12
Program Assistant	$1,500	33	combined 9-12	8th Grade	$3,150		

8th Grade	$3,150			7th Grade	$3,150		
7th Grade	$3,150						
Football	**Pay**	***Participation Number for Additional Assistants**		**Track and Field**	**Pay**	***Participation Number for Additional Assistants**	
Head Varsity	$6,100			Head Varsity Boys	$5,260		
Assistant Varsity 1	$4,200	16	at varsity level	Head Varsity Girls	$5,260		
Assistant Varsity 2	$4,200	22	at varsity level	JV / Assistant Varsity Boys	$4,200	20/40	combined boys and girls
Head JV	$4,200	11	at sub-varsity level	JV / Assistant Varsity Girls	$4,200	20/40	combined boys and girls
Assistant JV / 9th Grade 1	$3,850	16	at sub-varsity level	Program Assistant	$1,500	60	combined 9-12
Assistant JV / 9th Grade 2	$3,850	22	at sub-varsity level	Junior High Boys	$3,150		
Assistant JV / 9th Grade 3	$3,500	27	at sub-varsity level	Junior High Girls	$3,150		

Program Assistant	$1,500	70	combined 9-12	Junior High Assistant	$2,250		
Head Junior High	$3,500			**Baseball**	**Pay**	***Participation Number for Additional Assistants**	
Assistant Junior High	$2,450			Head Varsity	$5,260		
Cross Country	**Pay**	***Participation Number for Additional Assistants**		Assistant Varsity	$1,500	13	at varsity level
Head Varsity Boys	$5,000			JV	$4,200		
JV / Assistant Varsity Boys	$1,500	14	combined 9-12				
JV / Assistant Varsity Girls	$1,500	14	combined 9-12	**Softball**			
Program Assistant Boys	$1,500	30	combined 9-12	Head Varsity	$5,260		
Program Assistant Girls	$1,500	30	combined 9-12	Assistant Varsity	$1,500	13	at varsity level
Junior High Boys	$2,250			JV	$4,200		

Junior High Girls	$2,250			Program Assistant	$1,500	28	combined 9-12
Junior High Assistant	$2,250			**Sideline Cheer**	**Pay**	***Participation Number for Additional Assistants**	
Boys Tennis	**Pay**	***Participation Number for Additional Assistants**		Head Varsity	$2,500		
Head Varsity	$4,980			JV / Assistant Varsity	$1,500	18	combined 9-12
Assistant Varsity	$1,500	18	combined 9-12	Program Assistant	$1,000	40	combined 9-12
Program Assistant	$1,500	28	combined 9-12	Junior High	$1,000		
Girls Tennis	**Pay**	***Participation Number for Additional Assistants**					
Head Varsity	$4,980			**Comp. Cheer**	**Pay**	***Participation Number for Additional Assistants**	
Assistant Varsity	$1,500	18	combined 9-12	Head Varsity	$3,700		
Program Assistant	$1,500	28	combined 9-12	JV / Assistant Varsity	$1,500	18	combined 9-12

				Program Assistant	$1,500	40	combined 9-12
Boys Golf	**Pay**	***Participation Number for Additional Assistants**		Junior High	$1,500		
Head Varsity	$4,700						
Assistant Varsity	$1,500	11	combined 9-12	**Powerlifting**	**Pay**	***Participation Number for Additional Assistants**	
Program Assistant	$1,500	23	combined 9-12	Head Varsity 1	$1,500		
				Head Varsity 2	$1,500		
Girls Golf	**Pay**	***Participation Number for Additional Assistants**					
Head Varsity	$4,700						
Assistant Varsity	$1,500	11	combined 9-12	**Bowling**	**Pay**	***Participation Number for Additional Assistants**	
Program Assistant	$1,500	23	combined 9-12	Head Varsity Boys	$2,000		

Boys Soccer	**Pay**	***Participation Number for Additional Assistants**		Head Varsity Girls	$2,000		
Head Varsity	$4,500			Program Assistant	$750	28	combined 9-12
Assistant Varsity	$1,500	16	combined 9-12				
Program Assistant	$1,500	34	combined 9-12	In 2025-2026 Non-Varsity		Varsity Coach Steps	
Girls Soccer	**Pay**	***Participation Number for Additional Assistants**		get $100 increase	Step 1	$500	
Head Varsity	$4,500			In 2026-2027 Non-Varsity	Step 2	$250	
Assistant Varsity	$1,500	16	combined 9-12	get an additional $100 increase	Step 3	$100	
Program Assistant	$1,500	34	combined 9-12			*In 2024-2025 All Varsity coaches with 3+ years of experience will be placed on step 2 of the scale.	

**To qualify for the district to pay the salaries of the listed positions, team or program participation must meet minimum size requirements as explained below. The district will work with varsity coaches to fill all listed positions whenever participation numbers meet or exceed the indicated values.*		
Which teams or programs qualify for paid assistants will be determined through the following process:		

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

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

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

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

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

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

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

Non-Sport Extra Curricular	Pay	Non-Sport Extra Curricular	Pay
Choir	$3,150	Mentor	$500

Band	$4,575	Business Club	$750
Elem. Music	$980	French Club	$750
H.S. Yearbook	$2,000	Spanish Club	$750
Jr. High Yearbook	$1,000	Art Club	$750
Student Council-HS	$2,500	Varsity Quiz Bowl	$1,250
Student Council-JH	$2,000	J.V. Quiz Bowl	$750
Elem. Student Council (1 per bldg)	$500 per building	Nat. Honor Society	$2,000
Sr. Class Sponsor	$2,500	SADD	$750
Jr. Class Sponsor	$2,000	Mock Trial	$1,500
So. Class Sponsor	$1,500	Play Director-YHS (per play)	$2,000
Fr. Class Sponsor	$1,500	Asst. Play Director- YHS (per play)	$1,500
8th Gr. Class Sponsor	$750	Play Director-JH (per play)	$1,500
7th Gr. Class Sponsor	$750	Asst Play Director- YJH (per play)	$1,000
6th Gr. Class Sponsor	$750	Ticket Taker, Scorekeeper	$15.00
Dept. Head	$1,000	Track Ev. Staff (per meet)	$26.35
School Impr. Chair	$1,000	Chaperones (1/2 Bd Pd)	$13.19
Color Guard	$1,250	WIDA Coordinator	$500
E-Sports Coach	$1,000	Trap Team Coach	$1,000
Art Expo Lead-YHS (BWAC)	$750		

SCHEDULE B-2

LONGEVITY PAY

Each teacher who has served in the Yale Public School District for twelve (12) ~~fifteen (15)~~ years or more shall receive longevity pay annually on the following schedule:

Years in District	**Amount**
12-17	$500
18-24	$1,000
25+	$1,500

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

SCHEDULE C
PROFESSIONAL GRIEVANCE REPORT

School District ______________________________ Grievance Number ___________

School ______________________________ Date of Violation __________________

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

STATEMENT OF GRIEVANCE;

REMEDY REQUESTED;

Approved for Processing:

__________________________ ____

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

- -

Principal's Disposition:

Date:___________________ ____

Signature of Principal

Association's Disposition

Date: ___________________ Satisfactory ________ Unsatisfactory ________

- -

Superintendent's Disposition:

Date:_________________ ____

Signature of Superintendent

Association's Disposition:

Date: __________________ Satisfactory _________ Unsatisfactory ________

SCHEDULE E-1
EVALUATION EXPLANATION

Yale Public Schools
Home of the Bulldogs!

SCHEDULE E-1
Teacher Recommendation / Status

Teacher:
Building:
Administrator:
Date:

Administrator's Signature: _____

(The building administrator will place their initials in the appropriate check box)

	I **recommend** this probationary teacher for a probationary contract for the 2024-2025 school year.
	I **do not recommend** this probationary teacher for a probationary contract for the 2024-2025 school year.
	I **recommend** this probationary teacher for tenure for the 2024-2025 school year.
	I **do not recommend** this probationary teacher for tenure for the 2024-2025 school year.

Please use the following area to note any additional information you would like to have recorded and placed in the employee's personnel file related to professional development, training outside of the district-provided training, or any coursework completed during the school year:

APPLICATION FOR SICK LEAVE BANK WITHDRAWAL

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

Appendix D
Evaluation Examples
2024-2025

In 2024-2025, 5% of the evaluation will be based on the school score on the M-STEP, PSAT, & SAT score using the EVAAS system.

To get staff accustomed to the data, in order to earn an 'effective' on this data portion, staff will be asked to look at the data from EVAAS and complete a reflection of 2-4 sentences on the data for the school. This reflection will be signed and submitted to the evaluation administrator. An alternative is for a teacher to complete Authentic Learning with Technology lessons and complete a reflection, 2-4 sentence reflection, for 5% of their data in place of EVAAS.

All staff will be 'effective' if they complete a reflection on the data that is submitted with their final evaluation or end of the year 'checkout' meeting. If this is not completed in 2024-2025, the teacher will be given an 'needing support' (formerly ineffective) or a '1'. The remaining 15% of the data for 2024-2025 will be taken from STAR or local based assessments with a pre/post test model that has been in practice for the last several years in Yale.

2025-2026 & Beyond

Beginning in 2025-2026, 5% of the evaluation will be based on the EVAAS system rating for the school where the staff member works or complete a reflection on the ALT model lessons.

Staff with student growth scores that are 'expected', 'above', and 'well above' what is expected will earn a '3'. Staff with 'below expected' results will earn a '2'. Staff with 'well below' will earn a '1'. The remaining 15% of the data for the 2025-2026 will be taken from STAR or local based assessments with a pre/post-test model that has been in practice for the last several years in Yale.

5D+ Components – Rating Scale 1-4	**Percentage of Eval**
Purpose	13.3%
Student Engagement	13.4%
Curriculum & Pedagogy	13.3%
Assessment for Students	13.4%
Classroom Environment & Culture	13.3%
Professional Collaboration & Communication	13.3%
ALT Model Reflection or EVAAS Reflection for School	5%
National, Local Assessment, or Student Objective	15%
Eval Total	**100%**

Example 1	Score 1-4 rubric	Multiplier	Raw Score
Purpose	4	13.3%	0.532
Student Eng.	3.4	13.3%	0.4522
Curric & Pedagogy	3	13.4%	0.402
Assessment for Stud.	3	13.4%	0.402
Class Env. & Culture	2	13.3%	0.266
Prof. Collab & Comm	2	13.3%	0.266
ALT/EVAAS	3	5%	0.05
Local National Assess.	3	10%	0.03
		Final Score	2.7702
Example 2	**Score 1-4 rubric**	**Multiplier**	**Raw Score**
Purpose	3	13.3%	0.399
Student Eng.	3.6	13.3%	0.4788
Curric & Pedagogy	3	13.4%	0.402
Assessment for Stud.	3	13.4%	0.402
Class Env. & Culture	2	13.3%	0.266
Prof. Collab & Comm	2	13.3%	0.266
ALT/EVAAS	2	5%	0.05
Local National Assess.	3	10%	0.3
		Final Score	2.6638
Example 3	**Score 1-4 rubric**	**Multiplier**	**Raw Score**
Purpose	3	13.3%	0.399
Student Eng.	3	13.3%	0.266
Curric & Pedagogy	2	13.4%	0.268
Assessment for Stud.	2	13.4%	0.268
Class Env. & Culture	2	13.3%	0.266
Prof. Collab & Comm	3	13.3%	0.399.
ALT/EVAAS	1	5%	0.05
Local National Assess.	3	10%	0.3
		Final Score	2.216