

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF YPSILANTI
AND
THE WASHTENAW COUNTY
EDUCATION ASSOCIATION
(YPSILANTI UNIT)

CONTRACT TO RUN FOR ONE (1) YEAR
2012-2013

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AGREEMENT

THIS AGREEMENT entered into this 25^h of June, 2012, by and between the Board of Education of the School District of Ypsilanti, Michigan, hereinafter called the "Board" and the Washtenaw County Education Association, hereinafter called the "Association," representing the Ypsilanti Education Association, hereinafter called "Y.E.A. Unit."

WITNESSETH

WHEREAS the Board and the Association recognize a common responsibility beyond their professional negotiations, and

WHEREAS it is intended that the joint efforts on the part of the Board and the Association will contribute in a significant manner to the advancement of the total educational environment in the School District of Ypsilanti, Michigan, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

1.000 RECOGNITION

1.100 Recognition of the Association

1.110 Members

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of 1965, for all certified personnel under contract and all personnel under contract employed as nurses, physical therapists, occupational therapists, school psychologists, family specialists, program facilitators, or school social workers but excluding: superintendent, assistant superintendents, directors, assistant directors, business manager, assistant business manager, principals, assistant principals, coordinators, and supervisors employed by the Board (whether or not assigned to a public school building). 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.

1.120 Duration of Recognition

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

1.200 Payment of Dues

Upon voluntary written authorization from the teacher, the Board agrees to deduct the regular, periodic, uniform dues of the Y.E.A. Unit, including the Washtenaw County Education Association (W.C.E.A.), the Michigan Education Association (M.E.A.), and the National Education Association (N.E.A.) dues, from the teacher's regular salary in accordance with the following:

1.210 Individual authorization forms furnished by the Y.E.A. Unit shall be provided by the Office of Human Resources to each newly hired teacher, each teacher returning from leave and any teacher requesting said form. The completed form shall be returned to the Personnel Office no later than the first Friday in October unless the teacher began work or returned from leave after the first week of school. Such teachers shall return their dues authorization forms to the Personnel Office no later than twenty (20) work days after their date of hire or return from leave.

1.220 The authorization, once filed with the Business Office, shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year.

1.230 The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Y.E.A. Unit. The Y.E.A. Unit agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Y.E.A. Unit, which deduction is in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

211.211 The Unit will, prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and those authorized by the W.C.E.A., M.E.A., and N.E.A. which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.

1.250 The dues shall be deducted in equal installments from twenty-one pays starting with the first pay of the contract year. In the event a problem arises with the application of this agreement, the parties shall confer and agree to an adjusted schedule.

1.300 Representation Fees

It is recognized that because of religious conviction or other reasons, some teacher may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that proper negotiation and administration of collective bargaining agreements entail expense to the Unit. To this end, all teachers as a condition of employment, shall either:

- 1.310 Elect to join the Unit and pay periodic dues (Y.E.A., W.C.E.A., M.E.A., N.E.A.) by authorizing the deduction of such amounts from his/her salary, or
- 1.320 Pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee, or
- 1.330 In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCL 408.477, and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- 1.340 In any case in which a teacher contests the deduction of the service fee under the provisions of this Article, and it is necessary that the Board engage legal counsel, the Association agrees to pay any expenses, including actual attorney's fees incurred by the Board, as well as any and all damages and judgments that may result from such action. It is understood that the Association shall have the authority to select the legal counsel for any action arising from Section 1.330.
- 1.350 Teachers who elect to pay a representation fee in lieu of joining the Y.E.A. Unit and the Association shall be afforded the same representation rights as are extended to Y.E.A. Unit members, except the right to vote in Y.E.A., W.C.E.A., M.E.A., or N.E.A. elections, to hold office in the Y.E.A., W.C.E.A., M.E.A., or N.E.A. and to receive liability insurance coverage through the M.E.A./N.E.A.

1.400 Applicability of Sections 1.200 and 1.300

It is agreed that the provisions of Sections 1.200 and 1.300 apply only so long as the collective bargaining agent remains the Washtenaw County Education Association and it continues to remain unaffiliated with any other labor organization other than its present affiliates and/or does not merge with any other labor organization

1.500 Definition of "Board"

The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education acting as a body or to its agents or employees acting within the scope of their authority.

2.000 ASSOCIATION AND TEACHER RIGHTS

2.100 Public Employment Relations Act

The provisions of this Agreement represent the wages, hours and terms and conditions of employment negotiated between the Board and the Association pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.

2.200 Association Rights

2.210 Use of School Buildings

The Association and its members shall have the right without charge to use those school buildings and facilities at reasonable hours outside of regular school hours for meetings providing that arrangements are made beforehand with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. No teacher shall be prevented from wearing Association/Unit membership insignia, pins or other identification appropriate for normal wear.

Faculty bulletin boards and other established media of communication shall be made available to the Association for official Association business providing such communications are appropriately identified.

2.220 Knowledge of District Financial Resources

The Board agrees to make available to the Association in response to reasonable written requests to the Superintendent public information concerning the financial resources of the district and such other available information as required by law in order for the Association to administer this Agreement or engage in collective bargaining for a new Agreement.

2.230 Board Packet

The Board shall provide to the Association a complete copy of the agenda and the non-confidential agenda materials (reports, communications, minutes) in a timely manner before each public Board of Education meeting. In addition, the Board will provide the Association with copies of any additional non-confidential documents that are distributed to the Board by the Administration or the public for discussion at a public meeting. The Board agrees to furnish the Association a copy of the minutes of the Board meeting.

2.240 Meeting Time

One monthly meeting period shall be set aside for use as determined by the Unit.

2.250 Association Representation

When teacher representation is requested on district committees, the Y.E.A. President may provide additional representatives at YEA expense. The Board shall inform the Association of existing committees and shall notify the Y.E.A. President prior to the formation of any new committee(s). The Y.E.A. President shall be informed of all meeting dates.

The YEA shall have a representative on each hiring committee as appointed by administration for all YEA positions.

2.300 Teacher Rights

2.310 Rights Outside of School Hours

Every teacher shall be entitled to rights of citizenship, and no religious or political activities or lack thereof by any teacher outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

2.320 Just Cause

A teacher, whose contract position is not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191, shall not be reprimanded, disciplined, suspended or reduced in compensation without just cause.

2.330 Non-discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, handicap, height, weight, marital status or sexual orientation. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, handicap, height, weight, sexual orientation or national origin and to seek to achieve full equality of educational opportunity for all pupils.

2.340 Civil Rights/Equal Employment

Any decision of either the Michigan Department of Civil Rights or the Equal Employment Opportunities Commission regarding any claim concerning this provision will supersede any determination regarding a grievance at any step of the grievance procedure.

2.350 Non-threatening Environment

The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions. This would include, but not be limited to, intentional conduct focused on an individual or group of individuals for an unlawful or improper purpose, conduct that is sufficiently outrageous, degrading or demeaning, retaliatory or harassing as to create a hostile, offensive, or intimidating work environment.

2.360 Due Process and Progressive Discipline

Pursuant to PA 103 15(m), the following section applies only to those employees not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191:

The Board reserves the right to dismiss a teacher who is not performing adequately or whose morals, ethics, or emotions are such as to be detrimental to the best interests of children.

Progressive Discipline shall mean a progression whereby the discipline becomes more severe with each similar violation of the master agreement. It is understood that severe violations of the Master Agreement may give rise to situations where the Superintendent of schools may find it necessary to bypass the normal progression of disciplinary measures and enter the progressive discipline process at a level that offers the Superintendent the maximum ability to take appropriate disciplinary action.

A violation is defined as a willful act done intentionally, knowingly and purposely without justifiable excuse.

Disciplinary action shall be defined as any oral/written reprimand, suspension or discharge.

The Board agrees to adhere to the concepts of due process and progressive discipline that includes:

- a. Discussion of the problem with written documentation, signed by the employee, and excluded from the Human Resources file
- b. Written reprimand
- c. Suspension - one (1) day without pay
- d. Suspension - three (3) days without pay
- e. Discharge

2.370 Right to Representation

An administrator shall state up front that they are requesting to schedule a meeting with a teacher that may result in disciplinary actions. A teacher has the right of representation if an administrator intends/determines that the meeting will lead to possible disciplinary action.

In order to provide union representation and/or counsel, the building AR shall be notified immediately of any action that may result in the discipline of a YEA member.

Pursuant to PA 103 15(m), the following paragraph applies only to those employees not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191:

If representation is not present at the time of the meeting, the disciplinary action will be considered null and void unless the teacher refuses representation in writing. The teacher's signature means only that he/she has received a copy of the reprimand, but does not necessarily imply agreement.

2.380 *Pursuant to PA 103 15(m), the following section applies only to those employees not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191*

Written Warnings/Reprimands

All administrative verbal and written reprimands, for the intended purpose of reprimand or disciplinary action, shall be issued in private. The teacher involved must sign a form of written receipt of all official written reprimands. The teacher's signature means that he/she has received a copy of the reprimand and shall be used only to validate receipt of warning and the date, but does not necessarily imply agreement. Failure to do so will constitute a disciplinable offense of insubordination. In addition, the teacher shall have the option of placing his/her own written comments on the form and shall be supplied a copy of the reprimand. The YEA President shall receive a copy of any reprimand before it is placed in the teacher's personnel file. Upon request of the bargaining unit member, any reprimand placed in a teacher's file shall be removed and destroyed after three (3) years providing that there have been no other infractions of a similar nature during that period of time, except where prohibited by M.C.L. 380.1230(b).

2.390 Personnel File Review

Every teacher shall have the right and responsibility to review their own personnel files upon request. A personnel file is defined as a written record kept on an employee describing any positive or negative actions related to job performance kept by the Office of Human Resources or by any recognized administrator. It is the responsibility of the teacher to add a rebuttal to any discipline or related concern, which will be included in both file versions.

All documentation must be sent to the member before being placed in a personnel file. Written objections must be forwarded to the Human Resources Director and the YEA President.

Pursuant to PA 103 15(m), the following section applies only to those employees not regulated by 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191

Except where prohibited by M.C.L. 380.1230(b), upon request of the bargaining unit members, any reprimand placed in his/her file shall be removed and destroyed after three (3) years providing that there have been no other infractions of a similar nature during that period of time.

3.000 TEACHER RESPONSIBILITIES

3.100 Support of Board Policies

The Board's authority and policies are undermined when students discover that there is insufficient support of the Board by the teachers. Therefore, a teacher shall in no way attempt to degrade the District or his/her role in the District in the eyes of the students.

3.200 Continuing Education

Rapid and significant changes are taking place in all fields of learning involving subject content, the behavioral sciences, the use of technology as an educational tool, and the psychology of teaching and methods of learning. Teachers employed in the school system shall keep abreast of changes both in areas of specialty and in general areas of behavioral sciences.

- 3.210 Full-time teachers shall be required to participate in a minimum of seven and one half (7 1/2) clock hours of in-service or formal professional improvement activities in each year of this Agreement. Part-time teachers shall be required to complete a pro rata share of the seven and one half (7 1/2) clock hours of in-service or formal professional improvement activities.

A teacher hired after the beginning of the first semester shall be required to complete the full seven and one half (7 1/2) clock hour obligation only if acquiring two semesters of seniority or three and three quarters (3 3/4) clock hours if acquiring one semester of seniority.

A teacher not acquiring a semester of seniority shall not be required to complete any in-service or formal professional improvement activities by virtue of this Section.

Such in-service or formal professional improvement activities shall be completed by May 1 of each year and hours of in-service or formal professional improvement activities performed after May 1 shall count toward satisfaction of this requirement in the following year.

- 3.220 The Board shall provide teachers with copies of the "Report of Professional Improvement Activities" form on which to record their in-service or other professional improvement activities. This form is to be returned to the teacher's evaluating administrator during the first ten (10) days of May.

- 3.230 Given the District's commitment to the increasing use of educational technology in instruction and other programs across the district, teachers are encouraged to pursue computer/technology training to assist them in gaining computer proficiency and learning techniques to incorporate educational technology in the classroom. However, the choice of the activity used to fulfill the professional development requirement shall remain the right of the individual teacher.

All in-service or professional improvement activities associated with teaching responsibilities, an individual's job assignment or with preparation for assumption of a different educational position shall be counted toward fulfillment of this requirement, including by way of illustration but not limited to the following:

- (a) College courses.
- (b) Professional conferences, seminars, training sessions or workshops.
- (c) District or building committee work.
- (d) District or building in-service or workshops.
- (e) Substance abuse training or core team work.
- (f) Board created committees to develop or implement district policy recommendations.

- (g) District or building committees, including sixth grade camp committees, involved in curriculum development or development or selection of textbooks or teaching materials.
- (h) Presenting at a professional conference, in-service, seminar, clinic, or workshop.
- (i) Professional projects or activities, including development of curriculum materials and observations of other programs or teachers, as mutually agreed upon in advance by the teacher and his/her evaluating administrator.

In no event shall in-service or professional development activities count toward the fulfillment of this requirement if:

- (a) The activity is a District-wide or building in-service which takes place during the teacher's normal workday; or,
- (b) The teacher is paid a stipend by the District for time devoted thereto.

3.231 To encourage teachers to pursue National Teacher Certification, the Board will pay the costs, not to exceed \$2,000, associated with the qualifying examination. Half of the cost will be paid upon registration. The remainder shall be paid upon attainment of the National Teacher Certification. Any teacher who achieves National Board Certification, will receive a \$500.00 bonus.

Furthermore, before beginning the NTC program, the teacher shall enter into a contract wherein the teacher agrees to continue active service with the District for at least two (2) consecutive years after attainment of the National Teacher Certificate. A teacher who fails to return to the employ of the District upon receipt of the above certificate shall repay the District the full amount paid to the teacher towards the NTC registration. A teacher who leaves the employ of the District after one (1) year shall repay the District 1/2 the amount.

3.300 Providing Services

Teachers, in signing contracts with the Board of Education, agree to perform the professional services designated by the Board and its administrative staff. Teachers agree to make their services available to all pupils assigned to them, taking into account the needs of individual pupils, their abilities, experiences, performances, and goals. The Board reserves the right to assign teachers to positions within the school system commensurate with their qualifications and experience. The assignment of teachers to positions that are not commensurate with their qualifications shall be made only on a voluntary basis, and we agree that teachers with a duty period will not be assigned routine clerical and custodial tasks.

3.400 Annual Committee Selection

The Association and the School District of Ypsilanti agree that each Y.E.A. member will choose the committee(s) for which he/she wants to volunteer. The Office of Educational Quality will send a list of active committees to the principal of each building early in the school year. Teachers have a right to sign up or not sign up for committee work at this time. If a teacher does volunteer, it is to be considered a year long commitment. If a member or a group of members decide to drop off committees at the beginning of the following school year, it should in no way be considered a job action.

3.500 Termination of Employment by Teacher

3.520 Termination of Employment by Teacher

All teachers agree to notify the Board at least sixty (60) days before September 1st of the ensuing school year of their intent to terminate employment with the district.

3.600 Filing of Certificate, Fingerprints, Transcripts and Individual Teacher Contract

Each teacher shall file a notarized copy of his/her Michigan Teaching Certificate with the Superintendent of Schools, in the Office of Human Resources, as required by the School Code.

Additionally, each new teacher must file with the Superintendent of Schools, in addition to a valid Michigan Teaching Certificate, an up-to-date official transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Office of Human Resources.

Each teacher shall sign and file his/her individual contract with the Superintendent of Schools, in the Office of Human Resources, by October 1st of each school year.

Each teacher shall have Livescan fingerprints on file pursuant to 2005 PA 129-131 and 138.

Failure to file a certificate, transcript, or letter as required above or failure to file an individual teacher contract as required above may result in withholding pay until such filing has been completed and may result in termination for failure to meet the required qualifications for his/her position.

3.700 Physical Examination and Health Screening Test

In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Ypsilanti Public Schools that:

3.710 Initial employment

Upon initial employment, the Board of Education may require physician certification a teacher's state of health to ensure that he/she is able to perform his/her assigned duties.

3.720 Health Screening

If a new health screening test should be mandated by the State, each teacher shall comply and cause to have on file with the Office of Human Resources evidence of freedom from the illness in question in accordance with State law.

3.800 Teacher Absence

3.810 Notification Procedure

Any teacher unable to report for work shall notify the automated absence system, AESOP, by phone or internet, indicating the length of time he/she expects to be absent and if a substitute is needed. No teacher shall record an absence as school business without authorization.

If a teacher does not cancel an absence and reports for work, causing a substitute to also report for the same position, and no alternate position is available for that substitute, one-half of the substitute's daily rate may be deducted from the teacher's salary.

3.820 Contents of Substitute Folder

A teacher, in recognition of the need for continuation of regular class activities during his/her absence, agrees to provide a folder to be filed for use by a substitute teacher. The location of the file shall be reported to the principal. The substitute folder shall contain:

1. Seating chart or attendance list, if a seating chart is not required.
2. Special daily activities of the class.
3. Adequate written lesson plans.

4. Daily time schedule, including special notation of preparation and lunch period.
5. Location of necessary materials to carry out the program for the day.
6. Room location of each class assignment.
7. Emergency procedures as provided by the administration.

3.830 Planning for Extended Absence

When a substitute is required for an extended period of time (one week or more), the responsibility for unit lesson plans continues to rest with the classroom teacher if at all possible, while daily lesson plans will be worked out among the classroom teacher, substitute and principal. The principal shall require the substitute to carry out the lesson plans. Complaints concerning the performance of the substitute teacher shall be brought to the attention of the principal. The principal shall require the substitute to report whether the classroom teacher has provided adequate lesson plans.

3.900 Supervision of Student Conduct

Teachers agree to assist the administration in the supervision of student conduct and behavior in the classrooms, hallways, lunchrooms, school grounds, and school premises.

4.000 PROFESSIONAL COMPENSATION

4.100 Salaries

- 4.110 The salaries of teachers covered by this Agreement are set forth in Article 26.000 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 4.120 The salary schedule is based on a school year of not less than 175 contract days. A teacher's daily salary is to be determined by dividing his/her basic salary by 175.
- 4.130 The calendar will provide for not less than 175 teacher work days and 170 days of instruction..

4.200 Discontinuance of Regular Classes

- 4.210 In any situation (such as severe weather, heating plant failure, etc.) when, in the opinion of the Superintendent of Schools, it is necessary to discontinue regular classes for pupils in any school or in the entire District, information will be provided through the District's emergency notification systems. Where possible, notice will be provided at least sixty (60) minutes in advance.
- 4.220 When classes in less than the entire district are temporarily canceled, teachers will be subject to assignment or reassignment by the Superintendent or the principal, or his/her designated representative.

4.300 Payroll Deductions

The Board shall continue to make voluntary payroll deductions from a teacher's salary upon written authorization from the teacher. No changes in deductions will be made except for good cause and with the approval of the Superintendent or his/her designated representative. Said deduction shall be spread as nearly equally as possible over all pay periods provided the amount in question is in excess of ten (\$10.00) dollars.

4.400 Salaries for New, Changed and Combined Positions

When a new position is created or an existing position is changed or combined with another position, either of which cannot be properly placed on the salary schedule, the Board will notify and consult with the Association in advance of establishing a salary for such position.

4.500 Credit for Prior Experience

The Board shall continue the practice of granting credit for previous experience to newly hired teachers and shall have the authority to employ a teacher at any step of the salary schedule. However, in normal circumstances experience credit shall not exceed a total of six (6) years including (a) no more than three (3) years for previous military service; (b) no more than six (6) years for non-professional employment experience; and (c) no more credit for professional experience than has actually been gained in a professional position.

In unusual circumstances when, in the opinion of the Board, the interests of the District require, a teacher may be granted experience credit in excess of six (6) years. Once a teacher accepts employment with the District the teacher waives any claim for additional credit for previous experience not granted at the time of employment and no matter concerning the granting of credit for previous experience shall be subject to the grievance process or arbitration.

In any case where a teacher has been granted more than six (6) years experience credit, the Board shall inform the Association in writing of the circumstances which resulted in the granting of such credit.

4.600 Experience Credit After Initial Hiring

In the exceptional circumstances where a teacher is transferred to a position for which he/she has previous work-related experience, the teacher may, if desired, pursue the following procedure. If the teacher did not receive credit on the salary schedule for that experience at the time of initial hire, said teacher may request a review of that experience to determine whether experience credit without retroactivity will be granted at the time of transfer. It is understood that the Board agrees to review such experience at the time of transfer for any teacher whose current placement on the salary schedule is below the top step; however, the decision whether or not to grant additional credit for work-related experience shall rest solely with the Board and shall not be subject to the grievance procedure or arbitration.

4.700 Salary Schedule

4.710 Salary Scale Placement

Placement on the salary schedule shall be in accordance with the following:

1. Hours indicated on the schedule are semester hours at an accredited degree granting institution including community colleges. Term hours are to be converted on an appropriate weighted basis.
2. Placement on the BA+35 scale requires 35 hours of college level credit earned after the award of the Bachelor's degree.
3. Placement on the MA scale requires the attainment of a Master's degree from an accredited degree granting institution.
4. Placement on the MA+30 scale requires the attainment of: (a) a Master's degree including at least 60 hours of graduate level work; or (b) 30 hours of graduate level work in addition to those counted toward the Master's degree whether earned before or after the award of the Master's degree; or (c) two Master's degrees; or (d) a Master's degree including more than 30 semester hours and additional graduate hours whether earned before or after the award of the Master's degree to reach a total of 60 graduate hours.
5. Placement on the MA+45 scale requires at least 15 hours of graduate level work after satisfaction of the requirements for placement on the MA+30 scale.
6. Placement on the Doctorate scale requires the attainment of an earned doctorate degree.
7. Undergraduate credit hours will be counted for purposes of placement on the MA+30 and MA+45 scales if they are (a) earned as part of a program leading to additional certification and/or continuing certification; or (b) relevant to the curricular or professional duties of the employee or a position of increased professional responsibility within the school district; or, (c) courses which the Superintendent or designee accepts as being potentially beneficial to the district.
8. The Board may require satisfactory documentation of the above conditions.
9. Application for placement on a higher salary scale with appropriate evidence of completion of the requirements must be submitted to the Office of Human Resources. Any coursework submitted for a lane change in salary schedule after June 30 will

activate this lane change in the following fiscal year unless summer enrollment confirmation is provided by May 31.

4.720 Step Placement

Teachers will be advanced one full step between school years provided a minimum of one semester of seniority is earned in the most recently employed school year. No step increase will occur for the 2012-2013 school year.

4.800 Pay Schedule

Any teacher may elect to receive his/her pay on a twenty-one (21) pay or twenty-six (26) pay period basis. Any change from the pay mode of the previous year must be requested in writing and addressed to the Office of Human Resources on or before the second Friday of August for the upcoming school year.

4.900 Compensable Duties — Schedule A

A separate yearly rider shall be given to each teacher covering assigned compensable duties as set forth in Schedule A. All riders must be signed and returned to the Office of Human Resources before the teacher performs the compensable duty in question. There will be no obligation to pay any teacher who does not have a signed rider.

5.000 TEACHING HOURS

5.100 Teaching Hours

A teacher's normal teaching hours shall be as follows:

- 5.110 Duty time, including such things as student instruction, student evaluation, student supervision, preparation, planning, conferences and lunch, shall not exceed:

Perry CDC, Elementary, Middle School, New Tech: Seven (7) hours and thirty (30) minutes per day

High School: Seven (7) hours and thirty (30) minutes per day

Exceptions to the normal teacher work day may be made due to faculty meetings and by the principal for good cause.

- 5.120 On Fridays and days preceding holidays and vacations a teacher shall be permitted to leave following the dismissal of school as soon as the building is reasonably clear of students, providing he/she has not been specifically requested to remain by his/her principal or by the superintendent.
- 5.130 Any change in either the teacher work day or the placement of the student contact day within the teacher work day from the preceding year's schedule shall be negotiated with the Association before it is implemented.
- 5.140 At the beginning of the school year or during the year at the time a change takes place, the Board shall inform the Association of the schedule of any teacher whose regular daily time schedule differs from that of other teachers in the same building or program by virtue of its configuration or its starting and ending times. This notification shall take place every year for every such teacher even if an individual teacher is continuing to work the same schedule as the year before.
- 5.150 No teacher shall be required to accept a position greater than 1 FTE.

5.200 Preparation-Planning-Conference Time

5.210 Secondary

Secondary classroom teachers will be scheduled for a planning-preparation-conference period each day equal to the normal class period, but not to exceed sixty (60) minutes. This planning period may be shortened by assemblies, half-days, field trips, professional development, faculty meetings and other school programming, from time to time.

5.220 Elementary

Elementary teachers shall be provided a scheduled block with a minimum of 25 minutes per day and an average of 250 minutes per week for professional planning during the student day. A scheduled block of at least 25 minutes within the student day constitutes a planning period. This planning period may be shortened by assemblies, half-days, field trips, professional development, faculty meetings, and other school programming, from time to time.

All non-classroom and itinerant teachers shall be scheduled in such a way as to guarantee at least a twenty-five (25) minute planning-preparation-conference period daily. Adequate time

to travel between buildings will be provided without infringing upon either of the preceding periods.

The Board and the Association believe that the elementary school curriculum should include a full schedule of special classes. In order to provide elementary and kindergarten teachers, including all-day kindergarten teachers, with the maximum opportunity for conference, planning and preparation time, the Board will make a good faith effort to provide qualified substitutes for specials teachers.

5.230 Retention Preparation Conference

Any elementary teacher who is implementing the District's retention policy may request in writing from the building principal release time from his/her regular duties to meet and confer with the student's parents, if this meeting cannot take place during the regular time for planning and conferences. Pursuant to this request, the building principal may grant release time.

5.300 Duties Beyond the School Day

Teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve expenditure of time beyond that of the regular work day. Among these responsibilities and duties, which teachers agree to assume, are the following:

5.310 Planning

Prepare both long-range and daily written plans for effective teaching.

5.320 Test Correction

Correct student written work, including examinations. Teachers will not be required to hand-score district-wide norm referenced tests designed to be machine-scored.

5.330 Faculty Meetings

Principals shall call no more than two (2) faculty meetings per month except those emergency situations that may occur. A faculty meeting is any meeting where all staff are scheduled to attend and done in a collaborative environment scheduled in advance. It will include an agenda designed by the principal, building AR and other faculty to discuss building concerns including scheduling of events, operations issues, emergency situations and discussion of curricular issues. It is understood that faculty meetings will rarely extend beyond one (1) hour fifteen (15) minutes after the normal teacher contract day.

5.340 Evening Functions

Members must attend two additional evening events. Administrators will make every effort to provide teachers with appropriate notice of times and dates for evening events. Events for which the teacher is compensated will not be counted.

5.400 Teaching Additional Classes

5.410 During Preparation Time

Any elementary teacher, who, due to an emergency situation, is required to teach his/her own class when a substitute for art, music, or physical education teacher is not available shall be

paid at the hourly rate for teachers as determined by Schedule A of this Agreement. Written requests for payment must be submitted within 48 hours of eligible performance.

5.420 In Lieu of Regular Assignment

A teacher who is approved to substitute for another teacher shall be paid at the hourly rate for teachers as determined by Schedule A of this Agreement. Written requests for payment must be submitted within 48 hours of eligible performance.

5.500 Release Time for Negotiations and Arbitration Hearings

While it is the intent that negotiations and arbitration hearings be conducted outside of normal teaching hours, if a teacher is engaged in negotiations on behalf of the Association with the Board during the school day at a meeting scheduled by the Board, the teacher shall be released from teaching duties without loss of pay. If a teacher is representing the Association in an arbitration hearing with the Board during the school day, the teacher shall be released from teaching duties without loss of pay.

5.600 Marking Periods

Elementary marking periods should be of uniform length so far as reasonably possible. Secondary marking periods may differ in length from elementary marking periods but should also be of uniform length so far as reasonably possible. Any change in the number of weeks in marking periods will be discussed with the Y.E.A. President before implementation.

5.700 Rescheduling of Exams and Teacher Workday

Students and staff shall be notified of the procedure for rescheduling exams which have been disrupted by snow days or other catastrophes. Such notification shall take place when the exam schedule for each semester is posted.

The procedure shall be as follows:

Any time the secondary exam schedule is interrupted by school closing, exams will resume on the next day school is in session according to the exam schedule of the first day school was canceled. Exams will continue following the sequence of the previously posted schedule.

The teacher workday will be rescheduled so as to give teachers time to complete duties normally accomplished during that time. With prior agreement of the Association the teacher workday may be changed from a full day to two half days and/or may be relocated from its position following the last day of exams.

If a snow day occurs on the scheduled teacher workday, the Board shall, with the agreement of the Association, schedule two half days of release time for teachers to complete duties normally accomplished on the teacher workday preceding the turning in of report cards.

5.800 School Improvement

School improvement is a joint planning and problem-solving process per Act No. 25, Public Acts of 1990, Section 1277 (1).

The School Improvement process is designed to address a school improvement process for each school within the school district. It is not designed to address wages/salary, fringe benefits such as health insurance and other insurances, or matters established in the Public Employee Relations Act or the Teacher Tenure Act.

Participation in the development of the School Improvement Plan shall be voluntary and open to all building staff. The plan shall not be implemented until there has been a review process which affords the

opportunity for building staff members to express concerns regarding the plan. It is understood, however, that all bargaining unit members shall participate in the School Improvement Plan once it has been implemented.

The parties to this Agreement, in recognition of the important part that school improvement plays in the continued success of the District's educational program, agree to provide, annually, ongoing training opportunities for bargaining unit members.

6.000 TEACHING LOAD AND ASSIGNMENTS

6.100 Normal Teaching Loads

The normal daily scheduled teaching loads for regular full-time classroom teachers shall be as follows:

6.110 Secondary Schools

6.111 In all schools employing the six (6) period schedule, teachers should be assigned not more than five (5) classes. Study halls and/or assigned duty in place of a class period (such as student monitoring, building supervision, etc.) will be considered a class.

6.112 In schools employing the seven (7) period schedule, teachers should be assigned not more than six (6) classes. Study halls and/or assigned duty in place of a class period (such as student monitoring, building supervision, etc.) will be considered a class.

6.113 In all schools where there are no period schedules, teachers shall be assigned the minimum number of minutes of classroom instruction, supervised study, and/or transit time between classes required by state law. This limitation shall also apply to Sections 6.111 and 6.112 above.

6.120 Unless contractually agreed otherwise, the following number of minutes shall apply:

| | |
|--------------------------------|-------------|
| Perry Child Development Center | 392 minutes |
| Elementary Schools Grades 1-5 | 392 minutes |
| Ypsilanti Middle School | 392 minutes |
| New Tech High School | 392 minutes |
| Ypsilanti High School | 392 minutes |

6.130 Lunch Periods

Full-time secondary teachers shall be scheduled for a duty-free lunch period of not less than twenty-five (25) minutes. Full-time elementary teachers shall be scheduled for a duty-free lunch period of not less than thirty (30) minutes, excluding passing time to and from the lunch area, or excluding travel time where applicable.

6.140 Changes in Teaching Load

It is understood that the above provisions are subject to modification or change to accommodate changing circumstances of new programs upon negotiations initiated by the Board. In the event of any disagreement between the Board and the Association as to the matter and desirability of modifying or changing the above standards, the matter may be processed through the Grievance Procedure.

6.150 Leaving Building During Planning Time

A teacher may leave his/her building during his/her planning-preparation-conference time up to five (5) times per semester after notifying the building administrator. Beyond five (5) times per semester the teacher shall first obtain permission from the building administrator. The following Y.E.A. officers shall be exempt from this limitation: President (Unit Director), 1st Vice-President, 2nd Vice-President, Treasurer, Secretary, immediate past President (Unit Director), and grievance chairperson.

6.200 Requirements for Initial Employment

The minimum requirement for initial employment within the bargaining unit is a Bachelor's degree from an accredited college or university and appropriate licensure or professional registration. Additionally, persons with instructional responsibilities must have the appropriate certificate, authorization or permit from the Michigan Department of Education. Exceptions to the degree requirement (e.g. vocational teacher, two (2) year registered nurse) shall be allowed only where permitted by state law.

6.300 Changes in Teaching Assignment

Teachers, other than newly appointed, who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary schools will be notified by their principals at least three (3) weeks prior to the beginning of the semester, where possible. Efforts will be made to avoid assigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Tentative teaching assignments for the next year will be given to each teacher in writing no later than June 1st of each year.

6.400 Student Teachers

The Board and the Association mutually recognize that the education of the children of the Ypsilanti Public Schools is their primary responsibility. The Board and the Association further recognize that they also have the responsibility to assist in the training of future teachers. The Board, therefore, agrees to the following practices as regards student or practice teachers:

6.410 No teacher shall be assigned a student teacher or pre-student teacher against his/her wishes.

6.420 Teachers with less than three (3) years experience may not be assigned a student teacher but may request assignment of pre-student teachers.

6.430 A critic (cooperating, supervising) teacher shall have the right to reject at any time any student teacher or pre-student teacher assigned to him/her with whom he/she feels he/she cannot work effectively.

6.440 Critic teachers shall be limited in the supervision of student teachers as follows:

6.441 No more than a total of eight (8) student teaching credit hours per university semester shall be assigned any critic teacher.

6.442 Only one (1) student teacher shall be assigned to a critic teacher for a particular class period or clock hour.

6.443 Critic teachers may have two (2) student teachers per semester if assigned for four (4) credit hours or less, each, and for different time segments.

6.450 A building principal may deny the assignment of a student teacher or pre-student teacher where the assignment is not in the best interest of students.

6.500 Summer School and Driver Education

When possible, teachers accepted for summer school assignments shall be notified in writing two (2) weeks prior to the beginning of summer school.

6.600 Elementary Job Sharing

The Association and the Board agree that there shall be a job-sharing program as outlined in Appendix C. A teacher's request to job share will be subject to the approval of the Superintendent or his/her designee. For purposes of seniority, and leaves of absence job-sharing teachers shall be considered full-time.

6.700 Elementary Media Specialist

In the event that the district elementary media specialists feel that there is inappropriate time in their schedule for administrative services surrounding the maintenance of the library and computer lab, a committee of YEA members and administrators will meet to resolve any concerns.

7.000 TEACHING CONDITIONS

7.100 Class Size

7.110 Class Size Committee

The Board shall maintain acceptable class sizes. In keeping with this, the parties agree to maintain a Class Size Committee. The Class Size Committee shall consist of a minimum of three (3) representatives of the administration. Also, three (3) Association members will be appointed by the Y.E.A. President. The Class Size Committee shall meet no later than the state count date of each semester to examine class size. The Class Size Committee shall also review the class sizes of all elementary art, music, physical education and media/tech classes.

At any time a major reassignment of students occurs after the beginning of the semester and results in a class size that exceeds the maximum class size number, the Class Size Committee shall be convened within seven (7) calendar days of the final reassignment decision. The Administration shall notify the Association of any contemplated change.

7.120 Class Size

The district class sizes shall be established as the following maximum numbers of students per class:*

| | |
|------------------------------|-------------|
| Kindergarten: | 23 students |
| Early Elementary, Grade 1 | 28 students |
| Early Elementary, Grades 2-3 | 30 students |
| Later Elementary, Grades 4-5 | 32 students |
| Middle School, Grades 6-8 | 32 students |
| High School, Grades 9-12 | 32 students |
| Physical Education | 40 students |

*Maximum numbers do not apply to performing arts, humanities, and special education classes.

7.130 Elementary Class Size

No regular elementary classroom shall have more than three (3) students more than any other classroom at the same grade level, excluding split level classrooms. If a regular elementary classroom exceeds the maximum class size by the State Count Date, the classroom teacher shall receive \$1,000 per year for each additional student above the established maximum, prorated for the actual number of days this maximum is exceeded, provided the condition is not corrected within one week of the most recent State Count Date.

If at the beginning of the year, a split grade level class in an elementary school is established, it shall be smaller by two (2) than all other classes in the building at the grade levels involved. New students shall be added in such a manner as to maintain the smaller size of the split class.

Elementary principals will seek the recommendation of the art, music, physical education, and special education self-contained staff in the building at the beginning of the year regarding the placements of the self-contained special education students in art, music, media and physical education classes.

7.140 Secondary Class Size

The Board shall provide an equitable distribution of students enrolled in sections of the same class. If, by the State Count Date, any secondary classroom period exceeds the maximum class size, the classroom teacher shall receive \$100.00 for each additional student per semester, prorated for the actual number of days this maximum is exceeded, provided the condition is not corrected within one week of the most recent State Count Date.

7.150 The total number of students assigned to the Special Education Program staff and Special Education Services staff shall not exceed the number approved in the administration of Programs and Services Rules Book as approved by the State Board of Education and the State of Michigan. The administration will annually notify in writing the staff and the Association President of program assignment.

7.160 Special Education Class Size Committee

Self contained programs and departmentalized programs will be in keeping with state rules and mandates for caseload sizes.

The Board shall make a good faith effort to provide equitable distribution of those regular education students receiving teacher consultant services at the beginning of each school year. The number of mainstreamed self-contained special education students assigned to any regular education class shall not exceed four (4) per semester. At the elementary level, a student assigned for any portion of the day counts as one of the four.

A student who is supported by a special education class for less than 50% or more of the student day will be counted on the regular education teacher's class list for class size purposes.

At the secondary level, general education classes with full-time special education support staff assisting the regular classes are exempt.

7.200 Instructional Materials and Equipment

Recognizing that appropriate texts, library reference materials and facilities, maps and globes, laboratory equipment, audio-visual equipment, music equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials and supplies are tools of the teaching profession, the Board agrees to continue to provide the above items within limits of available finances. In accepting the above equipment, teachers recognize their obligations and responsibilities for the proper care, use, and management of the materials and equipment.

7.300 Placement of Severely Impaired Special Education Students

Regular classroom teachers who have severely impaired special education students placed into their classroom shall receive: (1) assistance with and training in strategies necessary for educating those students in regular education classes, (2) assistance with and training in strategies for using a teaching assistant appropriately, (3) training/in-service for the teaching assistant in strategies necessary for the successful integration of a severely impaired student, and (4) assistance in the development of instructional materials for use with individual students. For teachers who receive severely impaired special education students, training may be abbreviated by a teacher's demonstrated proficiency in instructional delivery and resource management connected to severely impaired special education students.

In case of inclusion of a severely impaired student, the student's teacher will be invited to any staffing meetings as well as the IEP. If the student's teacher is not known, the teachers of the appropriate grade level at the elementary, or the case coordinator at the secondary level, will be invited to both the staffing and IEP meetings.

The general education teacher is responsible to know and monitor the delivery of services occurring within the classroom, under the supervision of the classroom teacher. If a para-educator is not providing sufficient support to his/her assigned students, the teacher must notify an administrator. While a classroom teacher's input should be included on a para-educator's evaluation, the responsibility for evaluation or discipline belongs to the building principal and/or Special Education Department administration.

7.400 Administration of Medication to Students

All teachers are asked to administer medication to one or more of the students with whom they have contact, must be provided, or have evidence of:

- (a) A written parental consent/permission to administer the medication;
- (b) Instructions from a physician, a physician's assistant, or certified nurse practitioner (these would be found on the medication container);
- (c) Administered in the presence of another adult except in a life threatening situation for the student - any other adult present will do;
- (d) Good faith in your administration of the medication.

(Revised School Code, MCL 380.1178)

8.000 SENIORITY

8.000 Seniority

8.100 Definition and Measurement of Seniority

For the purpose of this Article, length of professional service in the district shall be measured in semester units from the last date of hire in a position within the unit in the district, including any district or operation annexed to or assumed by the district. A lottery will be held for teachers of equal seniority. Seniority is determined by the first day reporting to work after Board approval of the hiring. When a teacher does not work an entire semester, credit will be given for any semester in which employment in the position is for half or more of the semester. Time spent on layoff or unpaid leave of absence shall not be counted.

8.200 Measurement of Seniority for Part-time Teachers

Seniority for part-time teachers shall be pro-rated in the following manner: Teachers who work 50% or more of full-time shall receive full credit for each semester employed. Teachers who work less than 50% of full-time shall receive half credit for each semester employed.

8.300 Seniority of Administrators

Any administrator who is reassigned to a position in the Y.E.A. shall be granted full seniority under the following conditions:

8.331 Present Y.E.A. members who shall in the future become administrators and later return to the Y.E.A. shall receive full seniority for all years in the district. A fee of \$100.00 per year up to total of \$300.00 to be paid by the Board and \$100.00 per year for the remaining administrative years to be paid by the person returning to the Y.E.A.

8.332 Administrators who shall be hired from outside the district shall accrue no seniority in the Y.E.A. while an administrator.

All fees shall be paid to the Y.E.A. scholarship fund.

8.400 Seniority Lists

Twice a year on October 31 and March 31 the Board shall provide the Y.E.A. Unit with an updated seniority list reflecting the current seniority of bargaining unit members. Members shall be listed in descending order of seniority.

9.000 LEAVE DAYS

9.100 Yearly Leave Days

All full time teachers shall be allowed twelve (12) days of leave for each school year during the term of this Agreement, without loss of pay. Teachers employed by the District after the opening day shall receive a prorated portion of the appropriate leave above. Leave days may not be taken before or after a holiday without three weeks prior notice. Approval will be given no more than once per year. In the event of personal or family absence, the teacher shall notify Human Resources by email. Patterns of leave abuse will be handled through the disciplinary process.

9.200 Accumulation of Leave Days

Leave days shall be accumulative from year to year, up to a total of 150 days. If a bargaining unit member has accumulated the contractually provided 150 days, they shall be credited with the additional 12 leave days at the beginning of the year but not allowed to accrue any days in excess of the agreed upon maximum accumulation at the end of each year.

9.300 Salary Adjustment for Worker's Compensation

An employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the allowances under the Act and his/her regular salary for a period of time that the funds from the individual's accumulated leave allowance will provide for the duration of such absence during the school year. If the same absence continues into the succeeding school year, the Board shall begin to pay said difference as provided above.

9.400 Physician's Statement of Illness After Leave

In the event of absence of a teacher in excess of three (3) consecutive days, or a pattern of absenteeism, or reasonable suspicion of leave abused, the Board may, at its expense, require a physician's statement of illness or supporting documentation. In case of disagreement over the selection of a physician, services of recognized specialists at the University Hospital or St. Joseph's Mercy Hospital in Ann Arbor, or Ford Hospital in Detroit shall be utilized.

9.500 Involuntary Leave

In order to protect the children of the district, upon the recommendation of the Superintendent, the Board may at its expense, require a teacher to take a physical or mental examination to determine whether involuntary leave is warranted. In case of disagreement over the selection of a physician, the services of recognized specialists at the University Hospital or St. Joseph's Mercy Hospital in Ann Arbor, or Ford Hospital in Detroit shall be utilized.

10.000 LEAVES OF ABSENCE WITH PAY

10.100 Paid Leave Not Charged to Teacher

Leaves of absence with pay not chargeable against a teacher's sick leave allowance shall be granted to teachers for the following reasons:

10.110 Court Appearance

A leave of absence without loss of pay shall be granted to a teacher for appearing in court as a witness pursuant to a subpoena. The Board shall not be obligated to reimburse the teacher for any expenses in connection therewith and may require documentation in support of the leave. The teacher may retain any witness fee or expenses reimbursement received in connection with the subpoena. The teacher shall promptly report back to his/her assignment whenever it is possible to arrive no later than three (3) hours and forty (40) minutes before the end of his/her teacher work day.

10.120 Jury Service

A leave of absence without loss of pay shall be granted to a teacher for jury service. The Board shall not be obligated to reimburse the teacher for any expenses in connection therewith and may require documentation in support of the leave. The teacher may retain any witness fee or expense reimbursement received in connection with the subpoena. The teacher shall promptly report back to his/her assignment whenever it is possible to arrive no later than three (3) hours and forth (40) minutes before the end of his/her teacher work day.

10.130 Educational Conferences and Visits

Approved visitations at other schools or for attending educational conferences, or conventions, including Association meetings.

10.140 M.E.A. Meetings

Three (3) Y.E.A. Unit delegates to a Representative Assembly of the Michigan Education Association shall be given two (2) days apiece for the purpose of attending an Assembly. In addition, the President of the Unit shall be given two (2) days leave per year for the purpose of attending M.E.A. conferences.

10.150 Y.E.A. President's and Association Days

The President of the Y.E.A. Unit or his/her representative shall be given two (2) days leave per year for the purpose of attending an M.E.A. Leadership Conference. The President of the Unit shall be entitled to five (5) business days per year. An additional ten (10) business days shall be granted per year for use by the Unit not to include the President. One week's prior notification to the appropriate administrator will be given whenever possible.

10.160 Y.E.A. President's Release Time

The President of the Unit shall be released from twenty percent (20%) of his/her teaching schedule with the entire cost to be paid by the Board.

Further, at the request of the Association the President may be released from fifty percent (50%) of his/her teaching schedule, provided that the Board and the Association shall each pay twenty-five percent (25%) of the President's salary for the released time. Any change in the percentage of release time shall take place at the beginning of a semester after appropriate advance notice.

10.170 Y.E.A. President's Job Assignment

The Y.E.A. President shall remain in or return to his/her position held prior to becoming Y.E.A. President for the duration of his/her term, unless the President requests a change in assignment, pursuant to section 8.220. In the event the President's teaching job is eliminated, he/she will assume a vacancy of his/her choice, providing he/she is qualified for the position.

11.000 LEAVES WITHOUT PAY

11.100 Leaves of Potential Advantage to the District

A leave of absence of up to one (1) year without pay and fringe benefits may be granted at the Board's discretion upon written application for (a) pursuing studies, travel, research or a special teaching assignment resulting in potential advantage to the school system; (b) campaigning for himself/herself or serving in elected public office; (c) caring for a child; (d) emergency leave to care for a member of the immediate family; or (e) serving as President of the N.E.A., M.E.A., or W.C.E.A., under the following conditions:

11.110 Application for Leave

Application for such leaves must be filed in writing with the Superintendent of Schools or his/her designee at least three (3) months in advance, except in the case of adoption and emergency family leave where shorter notice will be acceptable. The Superintendent or his/her designee may request information documenting the purpose of the leave.

11.120 Eligibility for Leave

The applicant shall be a tenure teacher in the district.

11.130 Expiration of Leave

The applicant shall give to the Superintendent of Schools or his/her designee written notice of his/her intention to return, resign, or request a renewal of such leave by April 1 of the year the leave expires.

The following procedures shall be implemented by the District in connection with approved leaves of absence covered under this article:

1. At the time a leave of absence is granted, the District's notification to the teacher shall also include a statement to the effect that failure of the individual on leave to notify the Office of Human Resources on or before April 1st, shall constitute an irrevocable voluntary resignation.
2. Prior to the April 1 deadline, the District shall notify the teacher on leave of absence, in writing, of this deadline and the process for stating intent to return. A copy of this notification will also be sent to the YEA President.
3. If intent to return is not received from the teacher by April 1, the District shall inform the teacher by certified mail, return receipt, that his/her irrevocable voluntary resignation has been accepted.

11.140 Salary Increment and Seniority Credit

Neither salary schedule increments nor seniority credits shall be accrued while on such leave.

11.150 Leave

Upon return, unused accumulated leave days held at the start of the leave shall be restored.

11.160 Renewal of Leave

A renewal of said leave shall be at the discretion of the Board.

11.200 Leave Without Pay: Illness

A teacher who is unable to teach because of personal illness or disability, including physical disability directly related to pregnancy or childbirth, shall, at the recommendation of a physician, be granted a leave of absence without pay or fringe benefits for the duration of such illness or disability. Such leave of absence shall be granted for up to one (1) year except where a time limitation is contrary to law. A leave which has been granted for a limited period of time may be extended at the discretion of the Board.

11.210 Application for Leave

A teacher desiring a health leave must file a written request and the doctor's statement must indicate the expected date of return. Failure to file a leave request promptly will result in the teacher being considered to have resigned, unless the teacher was physically or mentally unable to file such a request.

11.220 Physician's Statements

Return shall also be dependent upon a written statement from a physician mutually acceptable to the teacher and the Board certifying the fitness of the employee to fulfill his/her duties.

11.230 Salary Increment and Seniority Credit

Neither salary schedule increments nor seniority credits shall be accrued while on such leave.

11.240 Sick Leave

Upon return, unused sick leave held at the start of the leave of absence shall be restored.

11.300 Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States.

11.310 Salary Increments

Teachers on military leave shall be given the benefits of any salary increments which would have been credited to them had they remained in active service in the School District and shall be reinstated upon completion of service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended.

11.320 Seniority Credits

Seniority credits shall be preserved, and seniority shall accrue while on military leave if required by law.

11.330 Sick Leave

Upon re-employment, unused sick leave held at the start of the leave shall be restored.

11.400 Return of Teacher on Leave

A teacher on leave for one year or less pursuant to Sections 12.100, 12.200 or 12.300 or Article 13.000 shall be entitled to return to his/her same, or tentatively assigned, position unless the program including that position has been eliminated. Any teacher who fills the position of a person on such leave shall be made aware at the time of assignment that the assignment is for one (1) year or less, and placement

thereafter shall be at the discretion of the Administration, subject to applicable sections of this Agreement and the Michigan Tenure Law.

A teacher whose leave is extended beyond one year shall, upon return, be assigned to a position for which he/she is certified. The placement of such a teacher shall be determined by the Administration.

11.500 Other Leaves Without Pay

A leave of absence of up to one year without pay and fringe benefits may be granted at the Board's discretion upon written application for any reason not stated in Section 12.100, 12.200, or 12.300, under the following conditions:

11.510 Application for Leave

Application for such leaves must be filed in writing with the Superintendent of Schools or his/her designee at least three (3) months in advance except in the case of personal emergency where shorter notice may be acceptable. The Superintendent or his/her designee may request a statement of the reason for the leave and supporting documentation if less than three (3) months notice is provided.

11.520 Eligibility for Leave

The applicant shall be a teacher with at least twenty (20) semesters of accrued seniority in the district.

11.530 Expiration of Leave and Notification of Return

Any such leave shall expire in June of the year in which it is granted.

The teacher on leave shall give the Superintendent of Schools or his/her designee written notice of his/her intention to return, resign, or request a renewal of such leave by April 1 of the year the leave expires.

The following procedures shall be implemented by the District in connection with approved leaves of absence covered under this article:

1. At the time a leave of absence is granted, the District's notification to the teacher shall also include a statement to the effect that failure of the individual on leave to notify the Office of Human Resources on or before April 1, shall constitute an irrevocable voluntary resignation.
2. Prior to the April 1 deadline date, the District shall notify the teacher on leave of absence, in writing, of this deadline and the process for stating intent to return. A copy of this notification will also be sent to the YEA President.
3. If intent to return is not received from the teacher by April 1st, the District shall inform the teacher by certified mail, return receipt, that his/her irrevocable voluntary resignation has been accepted.

11.540 Salary Increments and Seniority Credits

Neither salary increments nor seniority credits shall be accrued while on such leave.

11.550 Leave Days

Upon return, unused leave days held at the start of the leave shall be restored.

11.560 Return of Teacher on Leave

The teacher on leave shall be entitled to return to an assigned position for which he/she is certified. The placement of said teacher shall be as determined by the Administration.

11.600 Health Insurance While on Leave

A teacher going on leave pursuant to Article 12.000 may continue his/her health care benefits (health, dental, vision) for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act.

11.700 Family and Medical Leave

Family and medical leaves of absence will be carried out in accordance with the Family Medical Leave Act of 1993 and the terms outlined by Board of Education policy.

12.000 SABBATICAL LEAVE

12.100 Provisions of School Code

Pursuant to Section 380.1235 of the Revised School Code of 1976, after a teacher has been employed at least seven (7) consecutive years by the board of a school district, and at the end of each additional period of seven (7) or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at one time, if the teacher holds a permanent, life, or continuing certificate. Teachers on sabbatical leave for the entire year will receive fifty (50) percent of their annual contractual salary excluding riders. Teachers on sabbatical leave for one (1) semester will receive twenty-five (25) percent of their annual salary. The Board shall continue to pay the insurance premiums in Schedule B during the duration of the leave.

12.200 Return from Leave

A teacher shall be entitled to return to a position under the provisions of Section 12.400 at the beginning of the next school year. When an employee is granted such a leave of absence, he/she shall, upon re-employment, retain and be granted the following rights:

12.210 Salary Increment and Seniority Credits

The regular salary increment occurring during such period and seniority credits that would have been earned by the teacher during continued active employment during such period.

12.220 Leave Days

Unused leave days held at the start of the leave of absence shall be restored.

12.300 Obligation Following Sabbatical Leave

Before beginning the sabbatical leave, the teacher shall enter into a contract attached hereto as Appendix A to return to active service with the district for a period of at least two (2) years after the expiration of the leave. A teacher who leaves the employ of the District one (1) year after returning shall repay one-half (1/2) the amount. After two (2) full years, no repayment shall be made. Moreover, said obligations shall be canceled in the event of the intervening death or permanent disability of the teacher.

12.400 Number of Leaves Granted

Sabbatical leaves shall not be granted to more than two (2) persons of the total staff in any one (1) year. The Board agrees to grant at least one (1) sabbatical leave any year that there is no member of the Unit on "layoff" as of June 15 of the year preceding the year for which the leave is requested.

12.500 Application for Sabbatical Leave

Application for sabbatical leave must be made to the Superintendent not later than April 1st of the preceding school year.

13.000 PROTECTION OF TEACHERS

13.100 Assault Upon a Teacher

Any case of assault or battery, as defined in the District's Uniform Code of Student conduct, upon a teacher during the course of school activities shall immediately be reported to the Superintendent or his/her designated representative. Upon request, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and battery and shall fully cooperate with law enforcement and judicial authorities in the handling of the incident. In the event the teacher sustains any injury and loses time from school as a result of said battery, then when the teacher returns, his/her sick leave will be restored to the balance on record before the time of the injury.

13.200 Legal Action Resulting from a Disciplinary Action

If legal action is instituted against a teacher by reason of appropriate disciplinary action taken by the teacher against a student pursuant to the Ypsilanti School District's Uniform Code of Student Conduct, the Board shall provide legal counsel and render any necessary assistance the teacher in his/her defense.

13.300 Reimbursement for Loss or Damage

During the performance of regular or assigned teaching duties, including required teacher attendance, if without negligence on his/her part, the teacher shall suffer loss or damage to clothing or other items being worn (such as glasses, watch, jewelry) the Board shall make reimbursement to the extent of not more than \$300 in any school year. This provision does not apply to the loss of money or damage to the teacher's automobile. Notification by the teacher that he/she has incurred expenses in accordance with the provisions of this Section shall be filed in writing by the teacher with the building principal within five (5) working days from the date of loss or damage. Failure to comply with this provision shall constitute forfeiture of any right or reimbursement under this Section, unless failure to comply was a result of the teacher's hospitalization.

13.400 Student Discipline

A teacher may exclude a pupil from his/her class for that particular class session that day when the pupil has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher shall immediately report the exclusion to the principal and send the student to the office for appropriate action by the principal. Teacher must make a good faith effort to contact the parent within 24 hours with details of the misconduct, being careful not to disclose another student's personal identifying information. A detailed written report will be provided to the principal by the end of the day. It shall be the responsibility of the teacher to contact the principal, or his/her designated representative, to determine the disposition of the case.

13.500 Maintenance of Control and Discipline

The Board recognizes its responsibility to continue to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline of students, it being understood that teachers shall continue to be responsible for maintaining this control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel or the like, the procedures specified in the District's policies shall be followed.

14.000 TEACHING FACILITIES

14.100 Teaching Equipment

Technology equipment, including, but not limited to, computers, printers, copy machines and scanners, in operational condition, shall continue to be made available to aid teachers in the preparation and delivery of curriculum and instructional materials.

14.200 Telephones

Reasonable telephone facilities shall be made available to the teachers for their use. Such facilities shall be located so that private conversations can be conducted.

14.300 Vending Machines

In schools where it is requested by staff, vending machines for beverages shall be installed for staff use, the proceeds to be used at the discretion of the staff of that school. Machines to vend other products will be subject to the approval of the Superintendent.

14.400 Facilities

14.410 In accordance with Public Act 198 of 1986, in order to protect and promote public health, smoking in all public places and education facilities owned and operated by the Ypsilanti Public School District, a local governmental agency as defined by the Act, shall be prohibited.

14.420 This prohibition shall become effective January 1, 1991.

14.430 For purposes of this provision, "public places" shall be defined as all enclosed, indoor areas, owned and operated by the District, and used by the general public or serving as a place of work for public employees.

14.440 For purposes of this Agreement, an educational facility shall be defined as any building owned, leased, or under the control of the District.

14.450 The Board shall continue to make available in each school, a lunch room and restrooms and lavatory facilities for teachers' use.

14.500 Building Conditions

Buildings, grounds and/or classrooms will be maintained to an acceptable standard. Problems concerning building and/or classroom conditions (i.e. heat, cooling (where air conditioning is available), ventilation, lights, building repairs, etc.) and cleanliness shall be brought to the attention of the principal in writing. The principal will investigate the problem. A written response noting the principal's findings and any action taken or pending shall be provided within five (5) days from the date of the original complaint. If the matter is not satisfactorily resolved, it may be referred in writing to a Health and Safety Committee comprised of three (3) representatives chosen by the Y.E.A. and three (3) representatives designated by the Superintendent. This committee will meet within five (5) working days to address the problem.

Matters brought to the attention of the Health and Safety Committee which cannot be resolved within five (5) working days by the members of the committee shall result in a written recommendation being sent to the Superintendent. The Superintendent or his/her designee will provide the Y.E.A. president with a written response within five (5) days concerning the Health Committee's recommendation including any test results that may be available at the time.

14.600 Parking Facilities

The Board shall continue to provide adequate parking facilities for teachers' use.

15.000 NEGOTIATIONS PROCEDURES

15.100 Obligation to Bargain Collectively

This Agreement shall constitute the full and complete commitments between both parties. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

15.200 Opening of Negotiations

At least ninety (90) days prior to the expiration of this Agreement, and upon written request of the Association, the Board, or its designated representative agrees to begin negotiating with the Association over a successor agreement, in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning teachers, salaries, hours or other conditions of their employment. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

15.300 Status of Bargaining Representatives

In any negotiations described in this Article, neither party shall have any control over the selection of the other party's negotiating or bargaining representative from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Unit present at the ratification meeting, and who are also members of the bargaining unit as defined in Article 1.000 of this Agreement; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

15.400 Mediation

If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

16.000 PROFESSIONAL GRIEVANCE PROCEDURE

16.100 Definition of a Grievance

A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided. Nothing contained in this contract shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement; provided, however, that only the Association or the Y.E.A. Unit may submit a grievance to arbitration.

16.200 Grievance Procedure

16.210 In the event that a teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his/her appropriate administrator either personally or accompanied by his/her Association representative.

16.220 If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, it shall be reduced to writing within ten (10) work days after discussion with the administrator or in any event not later than twenty (20) work days after the occurrence of the alleged violation and submitted to the appropriate administrator, on the form set forth in annexed Appendix B. The grievant shall sign the grievance.

16.230 Within three (3) work days of receipt of the grievance, the administrator shall meet with the grievant and the Association representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within three (3) work days of such meeting, and shall furnish a copy thereof to the grievant and the Association.

16.240 If the aggrieved teacher or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) work days of such meeting (or six (6) work days from the date of the filing, whichever shall be later), the grievance may be transmitted to the Superintendent. Within five (5) work days, the Superintendent or his/her designee shall investigate the grievance, including holding a meeting which gives the aggrieved teacher and the Association a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such meeting. A copy of his/her decision shall be furnished to the teacher involved and the Association.

16.250 If the grievance is not resolved at Section 18.240 of the Grievance procedure and if it involves an alleged violation of a specific Section of this Agreement, the Association (or the Y.E.A. Unit) or the Board may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or the local Unit President, as the case may be, and the American Arbitration Association twenty (20) work days after receipt of the Superintendent's answer in Section 18.240. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notices are given within the twenty (20) work day period, the Superintendent's answer shall be final and binding on the Association, the employee or employees involved, and the Board.

16.251 Powers of Arbitrator

It shall be the function of the Arbitrator, and the Arbitrator shall be empowered except as powers are limited below, after due investigation, to make a decision in writing, setting forth findings and conclusions in a case of an alleged violation of a specific section of this Agreement.

- 16.251.1 The Arbitrator shall have no power to add, subtract from, alter or modify any terms of this Agreement.
 - 16.251.2 The Arbitrator shall not make any decision which requires the Board to reinstate or re-employ any probationary teacher.
 - 16.251.3 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
 - 16.251.4 The Arbitrator shall have no power to establish wage scales or change any wage.
- 16.252 At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. The requesting party shall secure the services of an official transcriber. At the close of the Hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- 16.253 The fees and expenses of the Arbitrator and the fees and the expenses of the Arbitration, including the expense of a transcript, if any, shall be shared equally by the Board and the Association. The expenses of and the compensation for each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
- 16.254 The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.
- 16.255 The termination of probationary teachers shall not be subject to Arbitration. The Association may file within five (5) work days of the Board's action, a request for the Superintendent and/or his/her designated representatives to meet with the teacher and a representative of the Association to review the action. A written response shall be given to the teacher with a copy to the Association within five (5) work days following said meeting.
- 16.260 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible. In the event arbitration is necessary the Board shall accept the earliest mutually agreeable date offered by the American Arbitration Association.
- 16.270 Other provisions regarding grievances:
- 16.271 Grievances shall be processed during non-teaching hours unless mutually agreed otherwise.
 - 16.272 Any appeals not processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. Any grievance not answered by the respective school authority within the time limits prescribed in this Article may be processed to the next level.

- 16.273 Claims involving financial liability will be limited in retroactivity to a period of five (5) work days from the date on which the grievance was filed, except in the case of a payroll error, or in bona fide cases where affected individuals could not have had knowledge of the cause or complaint.
- 16.274 No grievance shall be filed or continue to be processed by any teacher after the effective date of his/her resignation.
- 16.275 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- 16.276 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section.
- 16.276.1 The termination of services or failure to re-employ any probationary teacher.
- 16.276.2 Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session of 1937, of Michigan as amended).
- 16.277 The Board agrees to make available to the Association, in response to reasonable written requests to the Superintendent, information which may be necessary for the Association to process a grievance, excluding confidential information in personnel files.

17.000 MISCELLANEOUS PROVISIONS

17.100 This Agreement

17.110 Scope of this Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereto in effect, and any individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be part of the established policies of the Board.

17.120 Copies of this Agreement

The Board shall print the Agreement giving forty-five (45) copies to the Association. Additionally, teachers will have access to the current contract from school computers.

17.130 Relations of this Agreement to Law

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

17.200 Appropriation for Association Meetings

The Board shall appropriate yearly, the sum of Two Thousand One Hundred (\$2,100.00) Dollars, to pay the expense of Association members who attend regional, state, and national meetings of this organization. The treasurer of the Association will submit members' vouchers to the Board of Education for reimbursement.

17.300 Bi-weekly Meeting with Superintendent

The Superintendent and/or his/her designated representatives shall continue to meet informally with the Y.E.A. representatives on a bi-weekly basis.

17.400 Research Committee

A research committee composed of three (3) teachers appointed by the Association, one (1) elementary, one (1) middle school, and one (1) high school, and three (3) administrators and the Superintendent or his/her designated representative shall be established. It shall be the function of the Research Committee to pass on all requests for research projects submitted by persons or agencies outside the School District, and no such research project shall be conducted unless it has the written approval of said Committee. As a condition of approval, researchers must file an application and must agree to provide the Committee with copies of their research reports. Notification of such approval shall be provided to those teachers involved.

17.500 Budget for Teachers' Conferences/Conventions

The Board shall budget money for teachers for administration-approved visitations at other schools or for attending conferences and conventions with the understanding that expenses of administrators will not be charged to this item.

17.600 Right of Access to Personnel File

Upon request to the Superintendent or his/her designee, teachers shall be entitled to see all formal evaluations and/or letters of reprimand or commendation placed in his/her personnel file.

17.700 Dissemination of Board Policies

The Board will continue to make available to the Association copies of Board policy pertaining to teachers as they are approved.

17.800 In-service

It is recognized by the Board and the Association that in-service is an important part of keeping abreast of changing educational goals. The Administration shall seek building staff input in the development of in-service programs.

18.000 STRIKES AND SANCTIONS

18.000 Strikes and Sanctions

The Association and each teacher agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or use of paid leave time, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) by any teacher or group of teachers nor institute sanctions of any kind and pledge themselves to the purpose of insuring continuation of the education program.

19.000 BOARD RIGHTS

19.100 Board Rights

The Board reserves all responsibilities, powers, rights, and authority vested in it by the Laws and Constitution of Michigan and the United States and those which have been heretofore properly exercised by it, including such things, among others, as the determination and administration of educational policy, the operation of the school, the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, layoff, transfer, promotion, discipline, or dismissal of all personnel.

The exercise of the foregoing rights and responsibilities by the District, the adoption of policies and regulations in furtherance thereof, shall be limited by the specific terms of this Agreement, and then to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

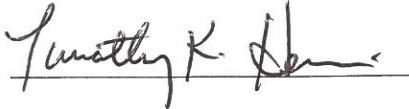
19.200 Emergency Manager

Pursuant to PA 9, Section 15(7), an emergency manager appointed under the Local Government and School District Fiscal Responsibility Act of 2011 may reject, modify, or terminate this collective bargaining agreement.

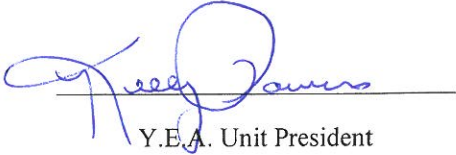
20.000 DURATION OF AGREEMENT

20.000 This agreement shall be effective as of the 4th day of September, 2012 and shall continue in effect for two years through the 3rd day of September, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION



W.C.E.A. President



Y.E.A. Unit President



Chief Negotiator

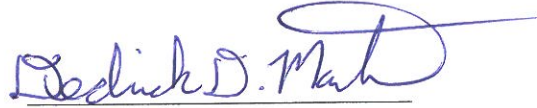
BOARD OF EDUCATION



President



Secretary



Superintendent

21.000 SCHEDULE A — SUPPLEMENTARY CONTRACTS

- 21.100 A percentage (or flat rate) may be split upon Y.E.A. approval. For amounts provided in dollar amounts rather than percentages, an automatic increase will be added equivalent to each negotiated percentage for salary beginning with the 2006-07 contract.
- 21.200 If a person selected for a position is a bargaining unit member, the percentages shall be applied to the member's existing schedule and step placement with administrative discretion to advance the step placement based on experience in the area of the Schedule A position. If the person selected for the position is not a bargaining unit member the percentages shall be applied to the B.A. Schedule with administrative discretion as to the step placement based on experience in the area of the Schedule A position.
- 21.300 Job Titles and Payments**

Any teacher who is requested and participates in an IEP or similar parent conference outside of the contractual teacher day, shall be paid the general hourly rate for time spent in increments of one-half (1/2) hour. The amount available in the District shall be one hundred (100) hours times the hourly rate.

BOYS SPORTS

HIGH SCHOOL

| | |
|---|-----|
| Teacher Assistant to Assistant Principal in Charge of Athletics | 5% |
| Athletic Trainer Fall Season | 7% |
| Athletic Trainer Winter Season | 7% |
| Athletic Trainer Spring Season | 7% |
| Baseball Coach | 9% |
| Assistant | 5% |
| Ninth Grade | 4% |
| Cheerleaders (Per Season) | 7% |
| Assistant | 5% |
| Ninth Grade | 3% |
| Basketball Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 6% |
| Cross Country | 7% |
| Assistant | 5% |
| Football Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 6% |
| Swimming Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 4% |
| Gymnastics Coach | 11% |
| Assistant | 7% |
| Tennis Coach | 7% |

| | |
|---------------------|-----|
| Assistant | 5% |
| Track Coach | 11% |
| Assistant | 5% |
| Ninth Grade | 4% |
| Wrestling Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 6% |
| Golf Coach | 7% |
| Soccer Coach | 9% |
| Assistant | 4% |
| Ninth Grade | 3% |
| Intramural Director | 10% |

GIRLS SPORTS

HIGH SCHOOL

| | |
|--|------|
| Teacher Assistant to Athletic Director | 5% |
| Basketball Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 6% |
| Cross Country | 7% |
| Assistant | 5% |
| Volleyball Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 6% |
| Gymnastics Coach | 11% |
| Assistant | 7% |
| Choreographer | 1-2% |
| Synchronized Swimming | 5% |
| Swimming Coach | 11% |
| Assistant | 7% |
| Ninth Grade | 4% |
| Tennis Coach | 7% |
| Assistant | 5% |
| Softball Coach | 9% |
| Assistant | 5% |
| Ninth Grade | 4% |
| Track and Field | 11% |
| Assistant | 5% |
| Ninth Grade | 4% |
| Golf Coach | 7% |
| Soccer Coach | 9% |
| Assistant | 4% |
| Ninth Grade | 3% |

** All required coaching clinics paid for by the Board.

MISCELLANEOUS

HIGH SCHOOL

| | |
|--|--------|
| Department Chairperson 1% per member of department with a maximum of 12% and a minimum of 3% | 3%-12% |
| Senior Class Advisor | 6% |
| Junior Class Advisor | 3% |
| Sophomore Class Advisor | 2% |
| Freshman Class Advisor | 2% |
| Yearbook | 10% |
| Newspaper (if no release time) | 8% |
| Debate | 8% |
| Forensics | 5% |
| Play Director (per play) | 4% |
| Production staff (per play - no less than 1% per position) | 1-5% |
| Clubs | 1-5% |
| Student Council | 4% |
| Act-So | 3% |
| <u>Music</u> | |
| Marching Band | 6% |
| Assistant | 3% |
| Pep Band | 1% |
| Jazz Band | 1% |
| Symphony Band | 2% |
| Concert Orchestra | 2% |
| Vocal Director | 2% |
| Chamber Singers | 11% |
| Instrumental Music | 2% |
| Spring Music Director (Drama) | 4% |
| Spring Music Director (Music) | 4% |
| Production Staff (per play - no less than 1% per position) | 1-5% |

| | |
|--------------------|-------|
| Band Camp Director | \$646 |
| Camp Staff | \$462 |
| Winter Guard | 7% |
| Assistant | 4% |

MIDDLE SCHOOL

| | |
|----------------------------------|------|
| Department Head | 1-5% |
| Clubs | 1-5% |
| Newspaper (if no class) | 2% |
| Yearbook (if no class) | 2% |
| Student Council | 2% |
| Audio-Visual (per grade or area) | 1% |
| Band Director (each) | 3% |
| Sports | |
| Cheerleaders (per season) | 2% |
| Basketball | 3% |
| Football | 3% |
| Track | 3% |
| Wrestling | 3% |
| Soccer | 3% |
| Volleyball | 3% |
| Gymnastics | 3% |
| Softball | 3% |

ELEMENTARY

| | |
|--|-------|
| Head Teacher | 6% |
| Substitute Head Teacher (as needed - does not have to be posted) | |
| An amount equal to two hours at general hourly rate per day* | |
| Safety Patrol | 2% |
| Camp Coordinator per Building | \$180 |
| Camp Teacher (per teacher) | \$144 |
| Service Squad | 2% |
| Student Council | 2% |
| Clubs | 1-5% |

*See Section 23.600

MISCELLANEOUS — ALL LEVELS

| | |
|---|-----------------------|
| Designated Compensable Events | \$27.74 |
| Summer School Teachers | BA Step 2 Hourly Rate |
| General Hourly Rate for Teachers | \$20.92 |
| Band Camp Director | \$744 |
| Camp Staff | \$532 |
| Other Middle School Intramural or Interscholastic Athletics | \$13.93 |
| Camp Coordinator per Building | \$207 |
| Camp Teacher (per teacher) | \$165 |
| Travel Mileage | \$.33 |
| Summer Workshop Facilitator | 1-3% |

21.400 Filling of Schedule A and Compensable Event Positions

21.410 It is expressly understood that nothing shall require the Board to fill any position nor shall any teacher be required to accept any position in Schedule A and that all duties in Schedule A are subject to assignment and reassignment of the discretion of the Board whose decision or action is final. All Schedule A postings shall include an opening and a closing date approximately two (2) weeks apart. All schedule A positions shall be posted during the month of May. Additional postings may be done as needed.

21.420 Schedule A positions are for one year only and currently employed bargaining unit members shall be given first consideration in filling these positions. Next consideration shall be given to laid-off bargaining unit members who have applied for said positions. Any bargaining unit member who has been performing a job under Schedule A and is laid off may continue in that position.

21.430 Teachers desiring to be considered for working designated compensable events may file an application with the Assistant Principal in charge of Athletics during the first full week of school.

21.500 Summer Pay for Counselors and Family Specialists

Any counselor or family specialist who performs duties substantially the same as his/her duties in the period of time between the last teacher work day of one school year and the first teacher work day of the next shall be paid at a per diem rate based on his/her salary for the school year (July 1-June 30) in which the work days fall.

21.600 High School Department Chairpersons

A job description for high school department chairpersons shall be developed and made available. High school department chairpersons shall not be responsible for discipline or evaluation of other teachers.

21.700 Holding Multiple Positions on Schedule A

There shall be no policy or practice preventing a teacher from holding multiple Schedule A positions.

22.000 SCHEDULE B

22.100 Personnel in Special Programs

Personnel under cooperative or special programs with governmental or non-profit agency and employed by the District shall be eligible for additional salary supplements to their contracts as negotiated by the outside agency and the Board in conjunction with Y.E.A. negotiator.

22.200 Health, Life, Dental and Vision Coverage

22.210 For 2012-2013, The Board will provide for regular full-time teachers, benefits as outlined in MESSA Choices/ABC 1, PAK A and B.

The District will pay no more than the following amounts for medical, dental, vision, life insurance, prescription coverage and long-term disability:

| | |
|-------------|----------|
| Single: | \$5,000 |
| Two-person: | \$11,000 |
| Family | \$13,000 |

Any premium in excess of what the District is obligated to pay will be paid by the employee through payroll deduction. These caps will convert to the existing state statutory levels at the earlier of the end of the Deficit Elimination Plan or a positive District Fund balance.

The Board shall not change the carrier without prior consultation with the Y.E.A..

22.220 Health Benefit Alternative

Those teachers who do not avail themselves of the health benefits as provided in Section 24.210 shall receive a stipend of seven hundred and fifty (\$750.00) dollars, two thousand (\$2,000) dollars if 10 additional members choose cash-in-lieu of insurances dollars. This amount is payable in June of each school year. In the event a bargaining unit member has cause to change his/her eligibility for the aforementioned stipend, the full amount shall be pro-rated over the fiscal year.

22.230 Life Insurance

For 2012-2013, the Board will provide vision insurance coverage as bundled with MESSA Choices or MESSA ABC1, PAK A or B.

The Board shall not change the carrier without prior consultation with the Y.E.A.

22.240 Dental Insurance

For 2012-2013, the Board will provide vision insurance coverage as bundled with MESSA Choices or MESSA ABC1, PAK A or B.

The Board shall not change the carrier without prior consultation with the Y.E.A.

22.250 Vision Insurance

For 2012-2013, the Board will provide vision insurance coverage as bundled with MESSA Choices or MESSA ABC1, PAK A or B.

The Board shall not change the carrier without prior consultation with the Y.E.A.

22.260 Pro-ration for Part-Time

Any or all of the health, dental, vision, and life insurance benefits described in this section (24.200) shall be provided to part-time teachers at a pro-rated cost. A part-time teacher who elects any of these health benefits agrees to pay his/her pro-rata cost by payroll deduction. The health benefit alternative described in subsection 24.220 shall be paid to part-time teachers on a pro-rated basis.

22.270 The District will provide a long-term disability plan that covers the member at 70% of current wage levels, with a maximum payout of \$6,000, and a 30-day waiting period (CDMF). This disability policy will include payment by the carrier of the employee's health insurance premiums.

The Board shall not change the carrier without prior consultation with the Y.E.A.

22.280 Continuation of Coverage

Pursuant to federal law the Board must make available continuation coverage of health benefits (health, dental, vision) at cost for teachers and beneficiaries who would otherwise have ceased to be entitled to coverage as a result of a "qualifying event," e.g. teacher's death, termination of employment or reduction in hours, divorce or legal separation, entitlement to Medicare benefits, or when a dependent ceases to be a dependent child. Teachers may make inquiries concerning rights to continuation coverage to the Human Resources Office or the Fringe Benefits Office. This subsection confers no rights to continuation coverage not mandated by federal law.

22.290 Change in Family Status

Any teacher/bargaining unit member whose level of insurance coverage has been affected by a change in his/her family status shall be responsible for notifying the Office of Human Resources in writing within thirty (30) days of the change. Failure on the teachers' part to provide such written notification may result in his/her being held liable for the difference in premium payments.

The Board shall acknowledge receipt of written notification from the teacher within five (5) days of its receipt. In addition, the Board shall notify each teacher during the open enrollment period each year of this provision.

22.300 Information on Health and Dental Benefits

The Board shall promptly seek from its health and dental benefit providers, written descriptions (booklets or pamphlets) of the benefit provided which shall then be forwarded to each current teacher and to newly hired teachers during the hiring process.

The Board shall notify the Association of changes in health or dental benefits beyond its control when the provider of the benefits gives notice of the changes to the Board.

22.400 Optional Benefits

The Board of Education shall make available to all teachers currently employed in the District and to any teachers hired in the future, such benefits to be paid by the individual teacher through payroll deduction.

22.500 Employee Assistance Plan

Should the Board establish an Employee Assistance Plan, teachers shall be eligible for full benefits thereof on a voluntary basis. Teachers shall be represented on any District-wide EAP oversight committee.

22.600 Retirement Leave Payments

22.610 Retirement Longevity Payment

For teachers who end their service to the District after performing services in the 2010-11 school year, and declare retirement interest by January 30, 2011, shall be paid a retirement longevity payment of \$257.21 per year of service in this District upon retirement or death provided the teacher shall have been employed in the School District for at least ten (10) years and either is eligible for immediate receipt of state school employment retirement benefits or will be at least fifty-five (55) years of age by the first teacher work day of the following school year. A retirement longevity payment of \$140.00 shall be paid to all teachers ending their service with the District but expressing retirement interest after January 30, 2011.

22.620 Retirement Leave Day Payment

Teachers who end their service to the District after performing services in the 2010-11 school year shall receive a retirement leave day stipend equal to \$84.45 per unused sick leave day upon retirement or death provided the teacher either is eligible for immediate receipt of state school employment retirement benefits or will be at least fifty-five (55) years of age by the first teacher work day of the following year. The sick leave payout will be reduced to \$42.23 beginning June 30, 2011, except for members who declare their retirement interest by January 30, 2011.

22.630 Retirement Longevity and Retirement Leave Day Escalator

Retirement Longevity and Retirement Leave Day payments will increase in future contracts at least to the extent that the salary schedule increases.

22.640 Retirement Longevity Payment and Retirement Leave Day Payments

Any teacher who is eligible for retirement payments outlined in sections 24.610 and 24.620 and who has submitted an official letter of retirement (or resignation if at least age 55) on or before July 1, will receive the Retirement Longevity Payment (Section 24.610) and the Retirement Sick Leave Payment (Section 24.620) on September 1 of the same calendar year.

Any teacher who retires after July 1 will receive the Retirement Longevity Payment and the Retirement Sick Leave Payment on September 1 of the next calendar year.

22.700 Compensation for Part-Time Employment

Teachers employed less than full-time shall receive compensation at the following rates:

22.710 Elementary teachers who teach half-days receive one-half pay.

22.720 Secondary teachers will receive pay according to the number of periods taught or required to be in attendance for:

| | |
|-------------------------------------|-----|
| One period plus conference | 20% |
| Two periods plus conference | 40% |
| Three periods plus conference | 60% |
| Four periods plus conference | 80% |

22.730 All middle school teachers who teach under the Middle School Concept will receive pay according to the following schedule:

| | |
|--|-----|
| One class plus conference and planning | 34% |
| Two classes plus conference and planning | 51% |
| Three classes plus conference and planning | 68% |
| Four classes plus conference and planning | 85% |

22.740 While not guaranteed, schedules for teachers assigned to less than full-time employment will be constructed without unpaid gaps of time in them.

25.000 CALENDAR

23.100 2012-2013 Calendar

| | |
|-------------------------------------|---|
| Wednesday-Thursday, Aug 29-30 | Professional Development Day – No students |
| Tuesday, September 4 | Teacher Professional Development/Workday – No students |
| Wednesday, September 5 | First Day of Instruction |
| October 9 thru October 26 | MEAP/MI Access Testing Dates (3 rd thru 9 th Graders) |
| Wednesday, October 31 | Professional Development Day – Early Dismissal |
| Tuesday, November 6 | Professional Development/Workday – No students |
| Wednesday, November 7 | High School Conferences – Early Dismissal |
| Thursday, November 8 | Middle School Conferences – Early Dismissal |
| Wednesday-Thursday, Nov 14 – Nov 15 | Elementary Conferences – Early Dismissal |
| Wednesday-Friday, November 21-23 | Thanksgiving Vacation—No school |
| Friday, December 21 | End of Day Dismissal—Winter Vacation Begins |
| Monday, January 7 | School Resumes |
| Monday, January 21 | Martin Luther King, Jr. Day—No school |
| Tuesday-Thursday, January 22-24 | Secondary Exams—Early Dismissal |
| Friday, January 25 | ½ Professional Develop Day—½ Teacher Workday –No students (end of semester) |
| Monday, January 28 | Beginning of 2 nd Semester |
| Friday, February 15 | End of Day Dismissal – Mid Winter Break |
| Monday, February 25 | School Resumes |
| Tuesday-Thursday, Mar 5 – Mar 7 | MME Testing Days (11 th Graders) |
| Tuesday-Thursday, Mar 19 – Mar 21 | MME Testing Make-up Days (11 th Graders) |
| Friday, March 22 | Teacher Work Day—Early Dismissal |
| Wednesday-Thursday, March 27, 28 | Elementary Conferences—Early Dismissal |
| Thursday, March 28 | Secondary Conferences—Early Dismissal |
| Thursday, March 28 | Spring Break Begins—Early Dismissal |
| Monday, April 8 | School Resumes |
| Monday, May 27 | Memorial Day—No School |
| Tuesday, May 28 | School Resumes |
| Friday, May 31 | Teacher Work Day—Early Dismissal |
| Wed, Thurs & Fri, June 5, 6, 7 | Secondary Exams—Early Dismissal |
| Friday, June 7** | Last Student Day/Teacher Work Day—Early Dismissal District Wide |

**Subject to rescheduling due to snow day make-up Days

170 Student Days/175 Teacher

23.200 Scheduling of Make-Up Days for Snow Days

If in the course of the school year it has been necessary to cancel student contact hours because of the weather or other reasons specified in the School Aid Act causing the number of student contact hours to fall below the minimum mandated by the State of Michigan, the following procedure shall be followed. On May 1, or within three (3) days after, the Superintendent or his/her designee shall convene a meeting of representatives of the Board and the Y.E.A., selected by the respective parties, or adjust the calendar to provide for any hours which the District is legally required to make up.

Make-up days shall be added to the end of the year. Each day which is added shall be a half day of student contact and a half day of teacher work day. Each day so scheduled shall count as one student contact day. Exam schedules at the secondary level shall be adjusted so that the configuration of four half days and a final work day remains at the end of the year. Previously scheduled work days at the elementary level shall be re-scheduled to maintain their position relative to the preparation of report cards.

23.300 Exemption from Make-Up Days

Insofar as and to the extent which it is lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When a natural catastrophe or an employer directive forces the closing of school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

24.000 TEACHER'S SALARY SCHEDULE

Beginning with the 1999-2000 school year, Step 1 has been removed from the Salary Schedule. Employees on Step 1 during the 1998-99 school year will move to the new Step 2. Employees hired for the 1999-2000 school year will begin on the new Step 2. The salary schedule will thereafter have ten (10) steps numbered 2-11. Employees hired after June 30, 2010, will be placed on the New Salary Table.

Placement on the step and tracks of this salary schedule will be determined in accordance with the applicable section of Article 4.000 of this Agreement.

STANDARD SALARY TABLE

Members hired before June 30, 2010.

| Step | BA | BA+35 | MA | MA+30 | MA+45 | DOCTORATE |
|------|----------|----------|----------|----------|----------|-----------|
| 2 | \$31,302 | \$37,516 | \$38,047 | \$39,308 | \$40,076 | \$40,872 |
| 3 | \$32,224 | \$38,436 | \$38,968 | \$40,228 | \$41,000 | \$41,797 |
| 4 | \$33,147 | \$39,361 | \$39,893 | \$41,150 | \$41,921 | \$42,716 |
| 5 | \$34,070 | \$40,284 | \$40,811 | \$42,073 | \$42,842 | \$43,638 |
| 6 | \$34,988 | \$41,205 | \$41,734 | \$42,994 | \$43,767 | \$44,562 |
| 7 | \$37,138 | \$44,292 | \$44,803 | \$46,078 | \$46,856 | \$47,651 |
| 8 | \$39,521 | \$47,648 | \$48,155 | \$49,435 | \$50,206 | \$51,000 |
| 9 | \$42,263 | \$51,527 | \$52,032 | \$53,336 | \$54,108 | \$54,902 |
| 10 | \$45,147 | \$55,468 | \$55,977 | \$57,279 | \$58,048 | \$58,843 |
| 11 | \$49,922 | \$61,726 | \$62,252 | \$63,533 | \$64,331 | \$65,125 |

COORDINATORS AND DEANS SALARY TABLE

| Step | COORDINATORS | | DEANS | |
|------|--------------|----------|----------|----------|
| | BA | MA | BA | MA |
| 1 | \$41,089 | \$49,920 | \$42,289 | \$51,120 |
| 2 | \$42,096 | \$51,148 | \$43,296 | \$52,348 |
| 3 | \$43,129 | \$52,406 | \$44,329 | \$53,606 |
| 4 | \$44,187 | \$53,697 | \$45,387 | \$54,897 |
| 5 | \$45,272 | \$55,019 | \$46,472 | \$56,219 |
| 6 | \$46,383 | \$56,374 | \$47,583 | \$57,574 |
| 7 | \$47,523 | \$57,764 | \$48,723 | \$58,964 |
| 8 | \$48,691 | \$59,188 | \$49,891 | \$60,388 |
| 9 | \$49,888 | \$60,648 | \$51,088 | \$61,848 |
| 10 | \$51,116 | \$62,144 | \$52,316 | \$63,344 |
| 11 | \$52,374 | \$63,677 | \$53,574 | \$64,874 |

2012-2013 Y.E.A. NEW SALARY TABLE
 Members hired after June 30, 2010

| Step | BA | BA + 35 | MA | MA + 30 | MA + 45 | Doctorate |
|------|----------|----------|----------|----------|----------|-----------|
| 1 | \$32,099 | \$38,255 | \$39,135 | \$40,454 | \$40,893 | \$41,773 |
| 2 | \$32,902 | \$39,212 | \$40,113 | \$41,465 | \$41,916 | \$42,818 |
| 3 | \$33,724 | \$40,192 | \$41,116 | \$42,502 | \$42,964 | \$43,888 |
| 4 | \$34,568 | \$41,197 | \$42,144 | \$43,564 | \$44,037 | \$44,985 |
| 5 | \$35,431 | \$42,227 | \$43,198 | \$44,653 | \$45,138 | \$46,109 |
| 6 | \$36,317 | \$43,282 | \$44,277 | \$45,770 | \$46,267 | \$47,262 |
| 7 | \$37,225 | \$44,365 | \$45,384 | \$46,914 | \$47,424 | \$48,443 |
| 8 | \$38,156 | \$45,473 | \$46,519 | \$48,087 | \$48,610 | \$49,655 |
| 9 | \$39,110 | \$46,611 | \$47,682 | \$49,289 | \$49,825 | \$50,896 |
| 10 | \$40,087 | \$47,776 | \$48,873 | \$50,521 | \$51,070 | \$52,169 |
| 11 | \$41,090 | \$48,970 | \$50,096 | \$51,784 | \$52,347 | \$53,473 |
| 12 | \$42,117 | \$50,194 | \$51,348 | \$53,079 | \$53,656 | \$54,810 |
| 13 | \$43,169 | \$51,449 | \$52,632 | \$54,406 | \$54,997 | \$56,180 |
| 14 | \$44,249 | \$52,735 | \$53,948 | \$55,766 | \$56,372 | \$57,584 |
| 15 | \$45,356 | \$54,053 | \$55,296 | \$57,160 | \$57,781 | \$59,024 |
| 16 | \$46,489 | \$55,405 | \$56,678 | \$58,589 | \$59,226 | \$60,499 |
| 17 | \$47,651 | \$56,790 | \$58,096 | \$60,054 | \$60,707 | \$62,012 |
| 18 | \$48,843 | \$58,209 | \$59,548 | \$61,555 | \$62,224 | \$63,562 |
| 19 | \$50,064 | \$59,665 | \$61,037 | \$63,094 | \$63,780 | \$65,152 |
| 20 | \$51,316 | \$61,156 | \$62,563 | \$64,671 | \$65,374 | \$66,780 |
| 21 | \$52,599 | \$62,686 | \$64,126 | \$66,288 | \$67,009 | \$68,449 |
| 22 | \$53,913 | \$64,253 | \$65,729 | \$67,946 | \$68,684 | \$70,161 |
| 23 | \$55,261 | \$65,859 | \$67,373 | \$69,644 | \$70,401 | \$71,915 |
| 24 | \$56,642 | \$67,506 | \$69,057 | \$71,385 | \$72,161 | \$73,713 |

APPENDIX A

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN

AGREEMENT, made between the Board of Education of the School District of Ypsilanti, Michigan, hereinafter referred to as "Board" and _____, hereinafter referred to as "Teacher";

WITNESSETH:

In consideration of the following mutual covenants, the parties hereby agree as follows;

The Board grants to Teacher a sabbatical leave for purposes of professional improvements for a period commencing _____ and ending _____, pursuant to the terms and conditions of Article 13.000 of the Master Agreement between the Board and the Y.E.A. in effect at the time this leave is granted. The Board agrees to pay Teacher one-half of the salary which Teacher received during the year immediately preceding the leave period indicated above for a full-year sabbatical and one-quarter, etc., for a one-semester sabbatical.

Teacher agrees, as a condition of this sabbatical leave being granted, to remain in the service of the Board for a minimum period of two years after expiration of the sabbatical leave. A teacher who leaves the employ of the District before completing a year of active service after the sabbatical leave shall repay all of the sabbatical compensation. A teacher who leaves after completing a year of active service but before completing two years of active service after the sabbatical leave shall repay one-half (1/2) of the sabbatical compensation. A teacher who completes two years of active service after the sabbatical leave shall not be required to repay any sabbatical compensation. It is expressly provided, however, that the repayment obligation will be canceled in the event that the death or permanent disability of the teacher prevents the teacher from completing the obligation of two years of active service.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this ____ day of _____, 19 ____.

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN

By: _____ (L.S.)
Superintendent of Schools

By: _____ (L.S.)

Salary:

APPENDIX B

SCHOOL DISTRICT OF YPSILANTI
YPSILANTI, MICHIGAN

REGISTRATION OF GRIEVANCE

Date filed _____ Grievance number _____

Name of aggrieved _____ Building assignment _____

Teaching assignment _____ Year first employed by the district _____

Statement of grievance: _____

Specific Article and Section of Agreement Violated: Article _____ Section _____

Date(s) oral discussion(s) held with administration:

Date _____ Date _____ Date _____

Results of oral discussion(s) with administrator as indicated in Item 8:

Detailed reason for grievance: _____

Action requested by aggrieved: _____

Signature of Aggrieved: _____ YEA Representative: _____

WRITTEN GRIEVANCE RECEIVED BY ADMINISTRATOR:

Date received: _____ Administrator's signature: _____

ADMINISTRATIVE DISPOSITION:

Date: _____ Administrator's signature: _____

Date submitted to Superintendent: _____

Meeting on grievance held: _____

Superintendent's disposition: _____

APPENDIX C
JOB-SHARING PROGRAM
IMPLEMENTATION PROCEDURES AND REGULATIONS
ELEMENTARY TEACHERS

These procedures and conditions have been mutually agreed upon by the Association and Administration.

1. Participation is entirely voluntary
2. All teachers involved will receive one-half their normal pay.
3. Participating teachers will receive pro-rated fringe benefits.
4. Seniority will be accrued as provided by the Master Agreement, i.e., full seniority credit for any teacher with a 50% or greater contract.
5. Credit for a full year service will be granted in calculating eligibility for Early Retirement Incentive program.
6. All job pairings and school locations will be subject to approval of administration, the teachers involved, and the Association.
7. The distribution of subject areas to be taught will be decided at the building level, jointly by the teachers involved and the building principal.
8. Every effort will be made to equalize instructional time of teachers involved.
9. Participating teachers will attend all meetings, in-services, open house, teacher work days, and elementary conferences without added compensation.
10. Approval will be granted on a year-to-year basis.
11. Participating teachers will be returned to a full time assignment as provided for in the Master Contract in the event they do not apply for job-sharing the upcoming year.
12. Teachers wishing to participate in a given school year must apply before May 15 of the previous school year.

APPENDIX D
Master/Mentor Teachers

As state law mandates a mentor teacher for three (3) years, for the purpose of assisting, informing and coaching novice teachers in the rights, responsibilities and ethics of the teaching profession, the Ypsilanti Board of Education and the Ypsilanti Education Association agree to work together in the selection and appointment process using the following guidelines:

- A. Qualified staff may apply to become mentor teachers by June 1 of each preceding school year. A letter of application must be submitted. The applicant will receive the Mentor Application Form and the Mentor Reference Forms. These forms must be filled out and returned to complete the application process. The list of names will be maintained by the Executive Director of Human Resources for one year. This provision shall not preclude other qualified professionals from being utilized as mentors as allowed by the Act and as delineated in the Guidelines and Recommendations.

- B. A Selection Committee comprised of administrative representatives and Y.E.A. members appointed by the Association shall be formed annually to recommend mentors for appointment by the superintendent. The committee may recommend up to two (2) mentees per mentor. The composition of the committee shall reflect the assignments of the mentees. The superintendent or designee shall serve as the non-voting chair of the committee.

- C. The responsibility of the committee will be to select mentors based upon the characteristics below:
 - 1. have demonstrated excellence in teaching for a period of at least five (5) years, three (3) of which have been as a teacher with the Ypsilanti Public Schools, receiving overall annual evaluation ratings of Effective or Highly Effective. May be active or retired.
 - 2. have demonstrated excellence in working with adults.
 - 3. have participated in professional development to remain current and maintain a high level of expertise.
 - 4. be a practitioner in the same certification or specialty area and at the same grade level or area (i.e. counselor, special education) as the new teacher with whom he/she is paired. (It is realized that under some circumstances this may not be feasible.)
 - 5. be located in the same building to the highest degree possible. (It is realized that under some circumstances this may not be feasible.)
 - 6. be an active and open listener.
 - 7. be competent in social and public relations.
 - 8. be trained to mentor and committed to implementing the role effectively.
 - 9. be knowledgeable of human and other resources that can assist the new teacher.

- D. All appointments of the mentor teachers shall be:
 - 1. voluntary.
 - 2. be in effect upon the first teacher report day of the new school year or upon hire of a new teacher.
 - 3. for three (3) years unless either the mentor or mentee seeks severance of the appointment by written request to the superintendent or designee.

- F. Mentor teacher shall not be part of the evaluation process for their mentee.
- G. Mentor teacher shall receive an extra duty stipend (Schedule A) of \$1,500.00 per mentee for each year of service as a mentor. The mentor shall receive training as organized, offered, and selected by the Ypsilanti Public Schools. The mentor may request additional training. Granting of such requests shall be at the discretion of the Ypsilanti Public Schools.
- H. Mentor teachers may apply for professional development funds as specified in Section 1525 of PA 335 to conduct activities with their mentees. By way of example:
 - 1. Systems information
 - 2. Mustering of resources
 - 3. Instructional information
 - 4. Emotional support
 - 5. Advice on student management
 - 6. Advice on scheduling and planning
 - 7. Help with the classroom environment
 - 8. Demonstration teaching
 - 9. Coaching
 - 10. Advice on working with parents

