

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
INDEPENDENT SCHOOL DISTRICT #27
AND THE
YUKON PROFESSIONAL EDUCATORS' ASSOCIATION
2010-2011

FORWARD

This negotiated agreement is the collective bargaining agreement of all items currently agreed upon by the Yukon Professional Educators' Association and the Yukon Board of Education. Should a grievance be filed alleging misapplication of the agreement, parties involved in settling the grievance will use the applicable language of this agreement.

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SECTION 1

GENERAL CONTRACT PROVISIONS -----3-6

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ARTICLE A

ASSOCIATION RIGHTS

1. RIGHT TO JOIN AND PARTICIPATE

Certified and licensed employees of Independent School District #27 shall have the right to join and assist the Yukon Professional Educators Association (hereinafter referred to as "Association") in its activities, including but not limited to participation in professional negotiations with the Yukon Board of Education (hereinafter referred to as "Board") through representation of their own choosing on items affecting performance of professional service, wages, hours, working conditions and other terms and conditions of employment. Certified and licensed employees have the right to decline membership.

2. Pertinent Information

The Board shall make accessible to the Association all public information at its disposal.

3. The board will make available to the Association the names and addresses of newly employed certified and licensed employees no later than one week before said employees report.

4. Exclusive

The rights granted herein to the Association that are not contrary to the statutory rights of any pupil, patron, or certified and licensed employee, shall not be granted to any competing Association.

5. Building Use

The Association may be allowed to use the school building(s) when the following provisions are met:

A. The Association shall file a written request for building use with the building principal, and such request shall include date, time, place, and brief description of the activity to be conducted.

B. Upon determining that granting said request and the conducting of the activity would not interfere with or interrupt school operations, the building principal may grant, in writing, permission for building use by the Association.

C. When special custodial services are required the Board may make a reasonable charge for such services.

6. Board Policies

The Board shall distribute policies via the district web site. Should any changes occur in a policy or regulation, such change shall be made to the web site within twenty (20) days.

7. Dues Deduction

The Board agrees to deduct Association dues from the salaries of members who file a written request for such deductions. Beginning with the September pay period, dues deducted will be transmitted to the Association by check promptly after the twentieth of each month except for the July and August pay periods. Dues deducted for these months will be transmitted to the Association no later than July 1 of each year. Should any member resign from the district in mid-year, the remaining dues will be deducted from the final pay check, and such dues will be transmitted to the Association in accordance with the time lines established above.

8. Teacher Mailboxes and School E-Mail

The Association shall be granted the right to distribute information related to the official business of the Association by placing such material in the mailboxes of individual teachers and by use of the school e-mail system. No political endorsements shall be made via e-mail or mailboxes.

ARTICLE B

SAVING CLAUSE

Should any article, section, or clause of this agreement be declared illegal by change in state statute or court of last resort, said article, section, or clause, as the case may be, will automatically be deleted from this agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause. If remaining articles, sections, or clauses are affected because of deletion, the Association's and Board's teams shall mutually agree to bargain the items that have been deleted or changed unnecessarily due to the change in law. If a change in statute or court of last resort results in increased or improved benefit(s) to the certified employees, the change will be incorporated.

ARTICLE C

Right to Representation

Upon their request, certified employees shall have the right to be accompanied by a representative at conferences pertaining to recorded disciplinary action. All parties shall be required to attend the conference at a time and date mutually agreed upon by the concerned parties within a twenty-four hour period.

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ARTICLE A

SCHOOL CALENDAR

The Board will direct the administration to develop a proposed school calendar for the following year, not to exceed 175 days for instructional purposes and 190 days for teacher contract purposes. The administration and the YPEA will select a teacher from each site to serve on a committee to solicit and report input from the certified employees of the district.

ARTICLE B

NOTIFICATION OF ASSIGNMENT

Any certified employee desiring a change in assignment may submit a written request to the building principal. This request will contain the grade level and subject area desired. The certified employee shall be issued a letter of receipt by the central office. Certified employees shall be notified by the Administration by May 15th of their expected assignment for the following year. In instances where administrative decisions concerning change of assignment have been made, a conference with the affected employee will be held as soon as can be arranged.

ARTICLE C

VACANCIES/REASSIGNMENTS/NEW POSITIONS

Vacancies that occur in the Yukon School system will be posted at the Central Administration Office, the Yukon School District web site, each school site, and other places the Administration deems appropriate. Vacancy postings shall be made available to the Association. During the summer months applicants may call the Central Administration Office on Monday for information on new postings or previous postings. Certified employees, including certified temporary contract personnel, currently employed by the Yukon Public Schools may ask to be reassigned to a vacancy by submitting a written request to the Superintendent or his/her designee. Requests may not be considered after the Wednesday following the Friday posting. Vacancies that occur within seven (7) days of the scheduled first day that certified employees return for the contract year shall be posted. Applicants who request a transfer must do so within 48 hours of the first posting date for the specific position on the District web site. Applicants must return the District Transfer Request Form to the Superintendent's office. The certified employee requesting a transfer shall: (1) be notified within five working days that the request was received; (2) be given significant consideration for the position; (3) have the right to be interviewed for the position; (4) if the applicant has been interviewed for an equal position at that site within the past 3 months, a second interview will not occur except at the

request of the applicant; and (5) if not selected, be notified within five (5) days that the position has been filled. The written request shall remain on file for one calendar year. Employees shall suffer no loss in rights or privileges as a result of transfer.

ARTICLE D

PERSONNEL FILE

There shall be one (1) personnel file for each certified employee and said file shall be located at the Central Administration Office. The certified employee shall have the right to review the contents of his/her file at all times when the Central Administration Office is open to conduct business. Said certified employee shall be entitled to have a representative of his/her choosing to be present during the review. Said certified employee shall have the right to make copies of the material in his/her file. Before any material is placed in the employee's file, he/she will have the opportunity to sign and date the material; said opportunity to sign and date does not signify approval or disapproval of said material. The writer must sign and date the material before placing it into the file. This excludes transcripts and teaching certificates. A copy must be sent to the employee at the time the material is received by the Administration and before placement in the file. When any material in the personnel file is one (1) year old, it may be removed from the file by mutual agreement of the certified employee and the Superintendent. If the Superintendent is unwilling to remove the material from the file, the employee may appeal this decision to the Board of Education. The certified employee shall have the right to submit a written response to any material placed in the file. Such written response shall be attached to the file material to which the response was written. Material will automatically be removed upon resignation of the certified employee. Any document pertaining to disciplinary action against a certified employee will be placed in the certified employee's personnel file.

ARTICLE E

EVALUATION PROCEDURE

The following procedure for evaluation by the Board will be used:

1. Certified employees shall be evaluated by certified administrators designated by the Board. The 1998-99 instrument developed by YPS shall be utilized.
2. Every probationary employee will have at least two summative evaluation conferences. The first evaluation conference shall be prior to November 15 and the second prior to February 10. Career employees shall have at least one summative evaluation for the current school year prior to April 1. Career employees may request an additional summative evaluation.

3. The evaluator will observe the certified employee in the classroom or assigned area. Following the observation, a formative report will be furnished the evaluated employee within the day of the observation.
4. Within ten (10) working days of the summative evaluation conference a true copy of the evaluation report shall be presented to the certified employee. The certified employee will sign the evaluation report in acknowledgement that the report has been reviewed by both parties.
5. The certified employee shall have an opportunity to respond to an evaluation in writing within ten (10) working days after receiving the true copy of the evaluation report. Such response shall be signed by the evaluator in acknowledgement that the response has been reviewed by both parties.
6. The report and response, if any, will become part of the record and will be filed in the certified employee's personnel file.
7. Teacher input will be solicited before changes are finalized on the teacher evaluation form. All teachers will have the opportunity to be selected to serve on this input committee. The Superintendent or designee will select the final committee. The composition of the committee will consist of more classroom teachers than of administrators.

ARTICLE F

UPGRADE FACILITIES

The Board of Education agrees to upgrade facilities as finance and time permit. This is a "progress to completion" type undertaking; therefore, no exact time lines can be established. Areas of improvement that are of concern to the Association shall include but not be limited to:

1. Air conditioning
2. Appropriate number of typing, copy and blackline machines that are regularly maintained (1:10 ratio) of certified personnel.
3. Dining facilities
4. Outdoor bells and lights
5. Parking facilities
6. Testing facilities
7. Uniform educational facilities
8. Computers for teacher use

ARTICLE G

SUPPLIES

Each certified employee will be provided with a copy of the procedure to be followed in purchasing materials and supplies. The building principal shall seek, from the entire instructional staff, input concerning building needs and expenditures of building budget monies. For special projects or needs, the certified employee may request additional funds from the building principal.

ARTICLE H

LAY-OFF AND RECALL

In the event it becomes necessary to reduce the number of certified employees due to program elimination or reduction, to reduce the number of certified employees in a given subject area, field, or program, or to eliminate or consolidate positions, the Board shall follow the procedure listed below:

1. Normal attrition throughout the district.
2. Certified employees declared in excess in a building will be transferred when qualified to fill vacancies.
3. Probationary employees will be released before career employees who are qualified to hold positions currently held by the probationary employees.

The following process shall be followed for reduction of probationary employees:

- a. Review current assignment/professional qualifications
- b. Review district evaluations over the past three(3)years
- c. Review years of service in the district.

If normal attrition and the release of probationary employees does not sufficiently reduce the certified staff, the following items will be considered in the reduction process in the order they are listed:

- a. Current assignments/professional qualifications
- b. Years of service in the district
- c. Review of district evaluations over the past three (3) years.

For a period of one (1) year, any career employee laid off because of employee reductions shall be rehired if his/her position or similar position becomes available. Any certified employee laid off because of employee reduction shall be eligible for rehiring if his/her position or similar positions become available. He/she must be considered for employment for a period of two (2) years following the reduction. The district shall give written notice of vacancy by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of the certified employee to notify the district of any change of address. All seniority and benefits to which a certified

employee was entitled at the time of his/her release, including accumulated leave, will be restored to the employee upon his/her return to active employment. Seniority shall mean the length of unbroken employment in the district commencing with the certified employee's first day. A seniority list shall include the teacher's years of district experience, date of employee's first work day, breaks in service, career status, building assignment, employee's name, and areas of certification. Seniority will accrue only when the certified employee is on active duty and is available for work during the contract year.

ARTICLE I

DUTY FREE LUNCH

Each certified employee shall be guaranteed a duty free lunch period daily for a period of not less than thirty (30) consecutive minutes.

ARTICLE J

PREPARATION PERIOD

Each certified employee shall have preparation time scheduled during the student's school day and will not be assigned duties during this time.

Exceptions will be made for changes in the normal school day and individual teachers may sign a disclaimer. Teachers may elect to teach/supervise during their planning period and receive an additional stipend. This preparation time shall be scheduled as follows:

Elementary certified employees shall receive no less than two hundred (200) minutes each work week;

Secondary certified employees shall receive no less than the length of one scheduled class period each work day.

ARTICLE K

CLASS SIZE

The Board agrees to abide by current state law concerning class size.

ARTICLE L

WORK HOURS

All teachers shall be assigned appropriate starting and dismissal time providing that their work day shall not be longer than seven and two-thirds (7 2/3) consecutive hours. Also, excluded from this defined work day will be meetings and conferences called by the Superintendent or his designee.

The coming year's certified employees' tentative work schedule will be distributed before the end of the current school year. During the school year, each building shall be accessible to certified employees no less than two (2) weekends per month.

ARTICLE M

INVOLUNTARY TRANSFERS

When practical, vacancies may be filled with qualified volunteers as outlined in Article C before resorting to involuntary transfers. The Administration reserves the right to make involuntary transfers. In instances where lack of enrollment or program changes dictate fewer teachers, the following items shall be considered in the order listed: (1) teaching assignment; (2) team requirements; and (3) seniority factors in district, building, and effected grade level. Any teacher affected by a building transfer shall be notified through a conference with the involved administrator(s) and be given as much time as practical to prepare for the change. A committee of three administrators, including one Central Office Administrator, shall be included in the final decision.

ARTICLE N

DISCIPLINE PROCEDURES

A. DISCIPLINE COMMITTEE

Each school site shall have a discipline committee consisting of certified employees, administrators, parents and students within the first two weeks of school. Certified employees serving on the committee shall be selected by the site principal from a list submitted by the faculty. The committee shall establish a calendar of meeting dates to be distributed to all staff members. The committee shall meet once per quarter. The purpose of the committee will be to review input from teachers, parents, and students concerning the development of policies and procedures relating to student conduct and discipline and of special concern to the discipline committee shall be student handbook policies including, but not limited to, student dress code, attendance/tardy and drug policies. Minutes of each committee meeting will be distributed to each certified staff member and a copy will be sent to the Superintendent/designee. The discipline committee may also make recommendations to the Staff Development Committee concerning inservice/training that would be beneficial to support the student conduct, discipline philosophy, and programs of site staff. The discipline committee shall meet during the 4th nine weeks of the current school year to review and receive input as to recommendations or modifications regarding discipline procedures. The committee shall establish written disciplinary forms that shall: (1) establish written communication between parent and the school; (2) provide written

documentation among certified building personnel; (3) provide for written documentation of interventions and remedial techniques utilized in the classroom by referring certified staff member regarding the individual student. This shall be presented upon each referral to the site principal.

B. DISCIPLINE PROCEDURES

Each certified staff member shall establish a discipline program within her/his classroom. The goal of every program is to promote self discipline by helping the student improve behavior. This program will adhere to existing published policies. After approval of the site Principal, the program will be visibly posted in the classroom and sent home to parents within the first 10 days of school. Parent meetings will be held to allow teachers to discuss classroom goals and classroom management techniques. Disruptive acts that interfere with students' learning, the safety of others, damaging of property, and harassment of other students and/or school personnel shall be addressed in a timely manner. The certified staff will keep written records on student misconduct and will contact parents informing them of improper behavior. The certified staff member may request help from the Principal when one of the following occurs:

- (1) Teacher has exhausted classroom plan, parents have been notified, students' misbehavior continues;
- (2) Student exhibits open disrespect and/or disobedience;
- (3) Student behavior is dangerous and/or threatening to other student and/or staff members..
- (4) Students exhibits suspected drug use.

ARTICLE O

CERTIFIED EMPLOYEE PROTECTION

Any certified employee who is threatened with harm while performing his/her duties shall notify the building principal immediately. The principal shall notify the proper authorities and inform the employee of the communications. The certified employee will be responsible for filing charges or a police report. If a certified employee utilizes the provisions of law available to school district employees, there shall be no negative recourse or reprimand.

Any certified employee who is injured by assault from student or student connected person, while performing his/her duties, shall suffer no loss of pay for the balance of that contracted year if the employee is unable to carry out his/her contractual responsibilities.

ARTICLE P

STAFF CONDUCT/DRESS

A. Teachers will maintain a standard of professional dress, appropriate to their individual teaching activities. Each building principal shall communicate at the beginning of the new school year his/her expectations in regard to what is appropriate professional attire. Prior to school starting all principals shall decide collectively as to these expectations of dress and grooming. If the teacher and the affected administrator cannot reach agreement on a specific case of appropriate dress, said teacher shall be notified in writing, by the affected administrator, of his/her concern and the necessity of a conference. The administrator shall advise the teacher of his/her right to an Association Representative at said conference. In situations deemed emergency by the immediate administrator, the teacher may be required to change his/her attire. If the teacher wishes to question the decision, that challenge should be made through the use of the grievance procedure.

B. Casual dress days will be scheduled by the building principal **18 days per year**. On these days jeans, appropriate for professional dress, will be acceptable attire when worn with school spirit shirts or sweatshirts.

ARTICLE Q

PROFESSIONAL DEVELOPMENT

A. A minimum of seventy-five professional development points is required over a five-year period. A minimum of 10 professional development points shall be acquired each year. These points will be provided on four (4) professional days as designated on the district calendar. In 2004-05, the number of Professional Development days was decreased to 4; therefore, no half days will be given. In the event that the number is increased, half days will be reinstated. Ratification of the Professional Development Committee shall occur by a vote of certified employees at their home school site. Ballots shall be prepared, printed, and distributed by the district. The ballot shall include the slate of all teachers selected for the Professional Development Committee. Ratification shall occur upon a majority of ballots cast. Votes will be counted by the Association building representative and the building principal. In the event the slate is rejected/does not receive a majority vote of ballots cast, the administration shall solicit volunteers and a new slate will be submitted for a vote following the aforementioned election procedure.

ARTICLE R

PAYCHECK DELIVERY

Certified personnel shall have the option of receiving compensation in a sealed envelope or being hand delivered by an administrator.

ARTICLE S

SELECTION OF MENTOR TEACHERS

Within 10 days of the beginning of school (or within 10 days of the hiring of an entry year certified employee after the school year has begun), a posting shall go out requesting volunteers for mentor teachers. The posting shall include grade level, subject taught, and site of the entry level certified employee. Each principal shall compile a list of qualified volunteers which shall be delivered to the Association President. The Association shall place in rank order, volunteers based on the following criteria:

- a. Completion of mentor training approved by the Association and the District.
- b. Similar certification as the resident teacher.
- c. Teach in the same school site.
- d. Years of experience.

The principal shall choose from those who are qualified.

SECTION 3

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ARTICLE A

SICK LEAVE

On the first day of the contract year, the Board shall grant each certified employee a minimum of ten (10) days sick leave. The certified employee may acquire an unlimited number of days through the accumulation of both sick leave and converted personal business leave. When a certified employee's accumulative sick leave is exhausted, twenty (20) days are provided in which the employee is given full pay less the cost of the substitute. Upon full retirement sick days earned in the State of Oklahoma and not used nor accumulated may be granted by the Oklahoma State Teachers' Retirement System and may be used for retirement purposes only. Sick leave can be taken for personal accidental injury, illness or pregnancy, or accidental injury or illness in the immediate family. Immediate family is defined as spouse, children, step-children, parent(s), step-parent(s), and legal guardian of certified employee.

ARTICLE B

PERSONAL BUSINESS

The Board will provide three (3) days of personal business leave to each certified employee each year upon request if the request meets the requirements of the negotiated contract. Such leave shall be without loss of pay and shall be non-accumulative. Personal business leave would include any personal business matters that must be conducted during normal school hours.

Personal business shall not be used for the following purposes:

1. Participating in political activities except when pertaining to personal legal and household business
2. Performing services for compensation
3. Participating in entertainment, recreation or vacations.

Except in situations beyond the control of the employee, personal business leave may not be taken during the following periods of time:

1. The first or last week that school is in session, or
2. The day preceding or following a holiday or vacation period.

Unused Personal Business Leave will be converted to sick leave.

ARTICLE C

ANNUAL LEAVE

Each certified employee shall be granted three (3) days annual leave each year. Such leave shall be used at the discretion of the certified employee with the exception of the first five (5) days of school and the last five days of school and on Parent/Teacher conference days. The certified employee will pay the certified substitute rate.

ARTICLE D

EMERGENCY LEAVE

Each certified employee will be granted up to three (3) days emergency leave to be taken upon approval of the Superintendent or his designee. Emergency leave will be granted for emergency situations, such as, but not limited to:

1. Incidents or circumstances which result in significant damage by unexpected forces or acts;
2. Illness or injury presenting a substantial likelihood of loss of life, limb, or significant bodily function to:
 - A. Members of employee's immediate family defined in sick leave
 - B. Siblings, grandchildren and grandparents of employee, and
 - C. All corresponding in-laws.

Emergency leave will be granted without loss of pay. Multiple emergencies covered under this agreement shall warrant an additional three (3) days upon request.

ARTICLE E

BEREAVEMENT LEAVE

Each certified employee shall be allowed a maximum of five (5) working days each year with pay for bereavement in the case of the death of relatives listed herein:

1. spouse, children, step children, parents or legal guardians, and step parents of certified employee or spouse
2. siblings, grandchildren, and grandparents of certified employee or spouse

Two (2) of the five (5) days can be used at the discretion of the certified personnel for others not listed above. Other leaves that may be applicable for bereavement purposes may be sick leave, personal business, and emergency leave. If additional leave is needed the employee shall consult his/her building principal to determine what options are available. Multiple deaths covered under this agreement shall warrant additional bereavement days upon request.

ARTICLE F

LEAVE OF ABSENCE

A certified employee who has completed three (3) years with the Yukon School District may upon application and written approval be granted a leave of absence without pay. All leaves of absence shall be for one (1) contractual year or for the remainder of the contractual year if it has begun. Reinstatement, at the certified employee's request, may be approved during that time period, if the services of the certified employee are needed. A one (1) year extension of the leave of absence may be granted upon request. Requests for a leave of absence or extension of a leave of absence must be filed with the Superintendent on or before June 1 before the contractual year in which the leave is desired. Emergency requests for a year's leave of absence or requests for a leave of absence for the remainder of the contractual year may be made at any time. Leaves of absence may be granted for the following reasons:

1. Parental Leave: Parental leave may be granted for teachers, who desire a leave of absence for child rearing,
2. Illness: Requests for leave of absence for personal illness or caring for a sick member of the immediate family must be accompanied by a physician's statement. Immediate family is defined as spouse, children, step-children, parent(s), step-parent(s), and legal guardian of certified employee.
3. Educational Leave: Request for a leave of absence may be granted for certified employees to complete an advanced degree or additional certification from an institute of higher learning. Proof of satisfactory completion of at least six (6) hours per semester will be required.
4. Elected officer: Requests for a leave of absence may be granted for certified employees who will serve as a full time elected president of a professional educational organization at the state or national level.

The Board of Education will base its decision on:

1. the benefit to the certified employee,
2. the benefit to the school district, and
3. the availability of a replacement teacher who is willing to sign a temporary contract. (Does not apply to parental leave).

Request for reinstatement following a leave of absence shall be filed by Certified Mail with the Superintendent on or before April 1 prior to the contractual year the certified employee wishes to return. Any certified employee on leave who fails to submit a request for reinstatement terminates

his/her affiliation with the Board at the expiration of his/her leave of absence. Certified employees reinstated following a leave of absence shall be assigned to the school and/or department from which his/her leave of absence was granted. If the position no longer exists, the certified employee will be assigned to a position within his/her area of certification. Certified employees returning from a leave of absence will be reinstated at the same career status and the proper step on the salary schedule. Salary increments or years of teaching experience will not increase except in those cases involving military leave and/or teaching assignments that qualify as teaching experience according to the regulations of the Oklahoma State Department of Education. While a certified employee is on leave of absence without pay, sick leave allowances shall not accrue and accumulated sick leave shall not diminish. Provisions will be made whereby the certified employee on leave of absence can arrange payment for the professional organization dues and insurance programs as long as there is no conflict with the provisions of the insurance program.

ARTICLE G

MATERNITY LEAVE

A certified employee may use six weeks of accumulated sick leave as maternity leave. An employee requesting a maternity leave must provide the building principal with a medical certificate from a licensed physician or health care provider verifying the intended beginning and ending dates. The six-week maternity leave is based on forty-two consecutive calendar days. Certified employees will only be charged for sick days on days when school is in session. If medical conditions of the child or mother warrant an extended leave, verification from the licensed physician or health care provider must be provided to the building principal.

ARTICLE H

MILITARY LEAVE

The Board shall grant to those certified employees who are officers or enlisted men/women in any component of the Armed Forces of the United States, when ordered by the proper authority to active duty or service, a leave of absence. Such leave shall be without loss of status and shall include his/her regular salary for a period of thirty (30) days.

ARTICLE I

LEGAL LEAVE

The Yukon Public Schools shall grant a teacher leave for jury service or as a witness subpoenaed in a criminal, civil, or juvenile proceeding and shall pay the employee during such service the full, current contract salary. In the event the certified employee is compensated above the county, state, and federal rates, the certified employee may pay the cost of the substitute. If the nature of the leave is school related, the leave will be non-chargeable.

ARTICLE J

ASSOCIATION LEAVE

The Board shall provide the Association with a minimum of twelve (12) days for Association leave without loss of salary. The Association shall reimburse the District for the cost of the substitutes for any aggregate number of days over and above the minimum of twelve (12) days to a maximum of twenty-five (25) days. The Association will provide the Administration a summary of days used under the agreement upon request. Requests for additional days at the Association's expense may be made to the Superintendent.

ARTICLE K

PROFESSIONAL LEAVE

Each school site will be allocated days for professional leave. Teachers may submit requests for professional leave to a local committee to attend subject matter-related conferences, workshops, and meetings. Such leave days, when approved, shall be without loss of pay.

ARTICLE L

SICK LEAVE SHARING PROGRAM

The operation and administration of the sick leave sharing program shall be by the Administrative Office. A full-time employee may donate sick leave to another employee without loss of incentive benefits for the following reasons:

- A. the donee has exhausted or will exhaust all available sick leave due to an extraordinary or severe: injury, illness, impairment or physical or mental condition of the donee, including pregnancy, miscarriage, or childbirth and recovery therefrom; or
- B. the donee has exhausted or will exhaust all available sick leave due to an extraordinary or severe injury, illness, impairment or physical or mental condition, including pregnancy,

miscarriage, or childbirth and recovery therefrom, of a relative (spouse, child, stepchild, grandchild, grandparent, stepparent or parent) or household member (one who resides in the same home as the employee and who shares a duty to provide financial support with the employee) of the donee; and

- C. The condition has caused, or is likely to cause, the donee to take leave without pay or to terminate employment.

The employee may donate any amount of sick leave which does not cause that employee's sick leave balance to fall below 25 days. Use of days shall be limited to one (1) occurrence within three (3) consecutive contract years. The maximum number of days granted per application shall be limited to the maximum accumulated sick leave days the employee has at the beginning of the year of the application not to exceed 100 days. Should an employee's maximum accumulated days be less than twenty (20), he/she shall be granted up to twenty (20) days. An employee requesting donated days must first provide the Superintendent with a medical certificate from a licensed physician or health care provider verifying the severe or extraordinary nature and expected duration of the condition. Employees desiring to donate days shall complete a written authorization transferring days to the ill or injured employee. Donations will be accepted in a chronological sequence until the requested number of days is reached. Surplus donations will be returned to the donor(s). The employee receiving donated days is to receive his or her normal rate of pay. Exceptions may be allowed only by appeal to and approval of the Board of Education.

ARTICLE M

LEAVE ACCUMULATION

By June 20 the Administration shall provide each certified employee a copy of his/her attendance record. The record will include a summary by category of the days used and the balance of the days left.

ARTICLE N

SCOPE OF LEAVE

Any leave not covered in this negotiated contract will be left to the discretion of the Yukon Board of Education.

SECTION 4

COMPENSATION PROVISIONS 23-28

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B. INCENTIVE PAY 24-25

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ARTICLE A

FULL CREDIT EXPERIENCE

Attached in Appendix B is a salary index schedule upon which all certified employees shall be placed in accordance with the following conditions:

1. All certified employees without previous teaching experience shall be placed on Step O.
2. All certified employees with teaching experience within the State of Oklahoma shall be given full credit as verified by State Records.
3. All certified employees with teaching experience outside the State of Oklahoma shall be given credit approved by the State Department of Education. (In items 2 and 3 said employee shall be placed on appropriate step.)
4. Unless qualified for an advanced level, certified employees shall be assigned to Bachelor's, Master's, or Doctoral Degree.
5. a certified employee has submitted to the Superintendent or his designee, prior to September 1st for yearly credit or January 15th for half-year credit of any contract year, documentation of proof of advancement to Bachelor's +15, Master's +15, then upon submitting from accredited college or university proof:
 - A. Fifteen semester hours of courses beyond the Bachelor's Degree. The courses will be in the general field of education at the graduate level.
 - B. Receipt of a Graduate Degree at the Master's level, or
 - C. Fifteen semester hours of courses beyond the Master's Degree, the certified employee shall be advanced to the appropriate step and/or level. The courses will be at the graduate level and acceptable toward certification in the certified employee's current teaching field or will apply to a degree program.

Each certified employee shall be placed on the appropriate step at the beginning of the contract year.

ARTICLE B

INCENTIVE PAY

The Board shall pay each certified employee up to two hundred fifty dollars (\$250.00) for perfect attendance. It will be as follows:

Perfect Attendance	\$250.00	
1 Day Absence	\$200.00	} Suspended for 2010-11
2 Days Absence	\$150.00	
3 Days Absence	\$100.00	
4 Days Absence	\$ 50.00.	

Perfect attendance is defined as any unused sick, personal business, annual, bereavement and/or emergency leave.

ARTICLE C

1. EXTRA DUTY PAY

The Administration shall make every effort to fill extra duty positions on a volunteer basis. If no one volunteers for the duty then the Principal will appoint someone to fill the positions. Certified employees who perform extra duties that come before or after school shall not be compensated for extra duty time if they receive additional money in their salary for that particular activity. Time sheets must be completed by the employee and signed by the Principal who assigned the duty each week. These time sheets will cover the preceding week. Extra duty compensation shall be made on a monthly basis. Extra duty positions and said duty compensation amounts, to be set on a sliding scale with a minimum no less than the federal minimum wage, will be distributed to all certified employees.

2. BUS DUTY/NOON DUTY

Bus duty shall be performed by certified volunteers who shall be monetarily compensated. Noon duty shall be performed by support or certified volunteers who shall be monetarily compensated. If support or certified volunteers are not available, certified employees shall be assigned and compensated for these duties at the extra duty rate of pay.

3. CONTRACTED EXTRA DUTY SCHEDULE

A schedule of the contracted extra duty schedule shall be provided to the Association prior to the beginning of the school year.

ARTICLE D

TEACHER RETIREMENT FUND

The Yukon Board of Education will pay the certified employee's compensation in the Oklahoma Teachers' Retirement System as prescribed by law.

ARTICLE E

HEALTH INSURANCE

The Yukon Board of Education will provide certified employees with health insurance as prescribed by law. Oklahoma Public Employees Insurance Plan.

ARTICLE F

DENTAL INSURANCE

Certified employees taking the State Insurance Plan are provided dental insurance with that plan. Employees who opt out of the State Insurance Plan may choose to take the optional dental plan. The cost of the Plan will be deducted from the health plan reimbursement.

ARTICLE G

LIFE INSURANCE

The Yukon Board of Education shall provide a group life insurance program in the amount of ten thousand dollars (\$10,000.00) for each certified employee. The cost of said insurance will be borne by the Yukon Board of Education.

ARTICLE H

OPTICAL INSURANCE

The Yukon Board of Education shall provide an optical insurance program for each certified employee. The cost of said insurance will be borne by the Yukon Board of Education.

ARTICLE I

IRS 125 CAFETERIA PROGRAM

Each month the certified employee may withhold up to the maximum allowed by the District's 125 plan for use of the following options:

1. State Health Insurance
2. State Health Insurance for dependents
3. Dental Insurance
4. Dental Insurance for dependents
5. Optical Insurance for dependents
6. Life Insurance
7. Cancer Insurance
8. Dependent Child Care
9. Un-reimbursed Medical Expenses.

The district will bear the cost of administering numbers 1 through 7 of the IRS 125 Cafeteria Program. The certified employee will bear the cost of administering number 8 and 9 of the IRS 125 Cafeteria

Program. *The allowable amount will be communicated to employees prior to the election of options. The allowable amount changes due to annual salary and fringe benefit increases.

ARTICLE J

MILEAGE

The Board shall pay each certified employee assigned to two (2) or more schools the mileage rate paid by the State Department of Education. Such payment shall be made on a monthly basis in a separate check. Mileage shall be paid for:

1. Assignment to two (2) or more schools (number of miles paid will be mutually agreed upon by the certified employee and the Yukon Administrator.)
2. Required use of personal vehicle for school functions such as but not limited to: transporting students to school sanctioned contests, events or activities. Use of the personal vehicle must have prior written notification to the immediate supervisor. The school will assume only excess liability when certified employees are transporting students except during situations involving criminal or gross negligence.

ARTICLE K

COMPENSATION FOR COVERING CLASSES

Certified employees that are assigned to cover for an absentee certified employee during their own lunch or planning period will be paid four dollars \$4.00 per thirty (30) minute period or major portion thereof. The administration will make every effort to fill these assignments on a voluntary basis. If no one volunteers for the duty, the principal will appoint someone to cover for the absent teacher. To qualify for this section, the certified employee must be absent from the building and a substitute is not employed. However, situations requiring the certified employee's participation in school business (as determined by the principal) within the building may also fall under this section.

ARTICLE L

COMPENSATION FOR UNUSED SICK LEAVE UPON RETIREMENT

The Yukon Board of Education will pay retiring certified employees **a maximum lifetime benefit** of twenty dollars (\$20.00) per day reimbursement for unused sick leave up to 120 days. This reimbursement will be based upon actual unused sick leave days and is not to include additional days earned at any school district and granted by the State for retirement purposes. Full retirement is

defined as receiving teacher retirement and/or social security benefits. **The maximum lifetime benefit shall not exceed twenty-four hundred (\$2,400) dollars.**

ARTICLE M

PAYROLL DEDUCTION

Certified employees shall be able to payroll deduct the following items:

1. Association dues
2. IRA
- . *3. Tax-sheltered Annuity.

*Subject to F.I.C.A. cost

SECTION 5

GRIEVANCE PROVISIONS 29

A. GRIEVANCE PROCEDURE 30-32

ARTICLE A

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievant" shall mean a certified employee or certified employees or the Association filing a grievance.
- B. A "grievance" shall mean a claim by a grievant involving interpretation or application of the terms of this agreement.
- C. A "party in interest" is the person or persons making the claim or any person who might be required to take action, or the person against whom action might be taken in order to resolve the claim.
- D. Days" shall mean certified employee employment days, except as otherwise indicated.

II. Rights to Representation

- A. Any aggrieved certified employee may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative of his/her choice. When a certified employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the formal grievance procedure.
- B. If, in the judgment of the Association, a grievance affects a group of certified employees or the Association, the Association may upon presentation of a statement that a grievance exists signed by five (5) certified employees, file a grievance in writing to the Superintendent and begin the procedure at Step II or Step III.
- C. Grievances involving more than one (1) supervisor and grievances involving an Administrator above the building level may be filed at Step II.

III. Informal Procedure

- A. A certified employee with a grievance may first discuss it individually with the building principal within ten (10) days of the alleged violation, stating the article and section alleged to be violated, with the objective of resolving the matter informally. No written record will be made.
- B. Any certified employee who does not wish to utilize the informal procedure or whose grievance was not resolved in the informal discussion may file a written grievance as provided for in Step I of the formal procedure.

IV. Formal Procedure

Step I

- A. The grievant shall submit a written grievance to his/her building Principal within fifteen (15) days of the day the alleged violation occurred. The written grievance shall cite the specific articles, sections, and paragraphs alleged to be violated, and will also state the specific remedy sought.
- B. The building Principal shall schedule and hold a meeting within five (5) days after receipt of the written grievance. Present at this meeting shall include the grievant(s), and if the grievant so desires, a representative of his/her own choosing and the building Principal, and if the building Principal desires, a representative of his/her own choosing.
- C. The building Principal will transmit his/her decision in writing with reasons upon which the decision was based, to the grievant within four (4) days after the meeting was held.

Step II

- A. If the grievant is not satisfied with the disposition of the grievance at Step I or if no decision has been rendered within ten (10) days after presentation of the grievance, the grievance may be referred to the Superintendent or his/her designee in his/her absence.
- B. The Superintendent shall arrange for a meeting to take place within five (5) days of the receipt of the appeal.
- C. Upon conclusion of the meeting, the Superintendent will provide his/her written decision to the grievant, Association, and building Principal if involved within four (4) days. Such written decision shall include reasons upon which the decision was based.
- D. If the Association is not the representative for a grievant, a spokesperson for the Association may be present to submit the Association's views on the grievance.

Step III

- A. If the grievant is not satisfied with the disposition of his/her grievance at Step II, or if no decision has been rendered within ten (10) days after he/she first met with the Superintendent or his/her official designee, he/she may within five (5) days after the decision of the Superintendent or fifteen (15) days after he/she first met with the Superintendent, whichever is sooner, a request in writing that his/her grievance be heard within twenty (20) working days from the receipt of the request.
- B. Neither party shall be permitted to enter into the school board hearing any information which was not submitted to all parties in interest before completion of Step II.

C. At the conclusion of the hearing, the Board shall render its decision by vote of the members present and shall transmit its decision in writing to the grievant, the building Principal, if involved, the Superintendent, and the Association.

ARTICLE A

V. Reprisals

No reprisals of any kind will be taken by any of the parties in interest because of his/her participation in the grievance procedure.

VI. Cooperative Investigation

The parties of interest will cooperate in the investigation of any formally presented grievance and will furnish such information as is requested for the processing of any grievance.

VII. Release Time

If the investigation or hearing of any grievance should be scheduled during the school day, all parties of interest shall be released from regular duties without loss of pay.

VIII. Personnel Files

No documents or records dealing with the processing of a grievance shall be filed in the grievant's personnel file.

IX. Grievance Forms

All forms in implementation of the grievance process will be prepared jointly by the Board and the Association. The cost of such forms shall be borne by the Board.

SECTION 6

MISCELLANEOUS 37-38

A. EMERGENCY SCHOOL CLOSING 38

B. PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT 38

ARTICLE A

EMERGENCY SCHOOL CLOSING

When in the opinion of the Superintendent it is advisable to close the Yukon Schools due to bad weather or other lawful emergencies, no leave days previously arranged for that day by a certified employee shall be deducted. If the closing of school results in the loss of a student class day or a portion of a student class day and that day is not made up, certified employees will not lose pay and/or leave as a result.

ARTICLE B

PRINTING OF THE COLLECTIVE BARGAINING AGREEMENT

The Board and the Association agree to share equally the expense of preparing this collective bargaining agreement for printing in a quantity sufficient to provide a copy to each certified employee and an additional twenty-five (25) copies each for the Board and the Association. Copies of the collective bargaining agreement will be ready for distribution within forty-five (45) days from the date the agreement was signed.

SECTION 7

APPENDICES..... 35-40

A. GRIEVANCE FORMS 36-38

B. MEMORANDUM OF UNDERSTANDING 39

C. STAFF RELATIONS COMPLAINT FORM 40

D. SALARY SCHEDULE..... 41-43

ARTICLE A

YPEA GRIEVANCE REPORT FORM

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP I

(Within 15 days from time you became aware of condition for complaint.)

A. Date Cause of Grievance Occurred: _____

B. Statement of Grievance:

Relief Sought:

SIGNATURE: _____ DATE: _____

(Building Principal will arrange a meeting with 5 days and provide in written form within 4 days of meeting.)

C. Disposition of Principal:

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

Signature of Principal: _____ Date: _____

STEP II

A. Date received by Superintendent or Designee: _____

(Superintendent or Designee shall arrange a meeting with 5 days of appeal and provide his decision within 4 days of meeting.)

B. Disposition of Superintendent or Designee:

SIGNATURE: _____ DATE: _____

C. Position of Grievant and/or Association:

SIGNATURE: _____ DATE: _____

STEP III

(If not satisfied with disposition of Step II or no decision has been rendered within 10 days of meeting with Superintendent or Designee.)

A. Date Submitted to Board: _____

B. Disposition and Award of Board:

SIGNATURE OF BOARD PRESIDENT: _____ DATE _____

NOTE: All provisions of Article _____ of the Agreement

Dated _____, 20_____, WILL BE STRICTLY OBSERVED IN THE

SETTLEMENT OF GRIEVANCES.

ARTICLE B: MEMORANDUM OF UNDERSTANDING

On Fridays of varsity competitions, all schools will be able to participate in Varsity Spirit Game Day Fridays. On these days, staff will be able to wear a school colors wind suit with a Miller spirit shirt or t-shirt (the shirt must have the YM symbol, Millers, the Millerman, or Yukon motif). Individual school spirit shirts/t-shirts and Miller Wear may be worn any day of the week with pants/slacks/capris/skirt (not jeans or wind suits). Scrubs may not be worn. If there is no school on Varsity Spirit Game Day Friday, and a school wishes to have an alternate wind suit day that week, it would count as one of the 18 jean days. Each school site is allowed 18 days on which jeans may be worn with Miller wear or a school shirt/t-shirt. These 18 days are to include fundraiser jeans days – one of which being the Anton Yanda/YPEA Scholarship fundraiser.

ARTICLE C: STAFF RELATIONS COMPLAINT FORM

STAFF RELATIONS COMPLAINT FORM

It is the desire of the Yukon Public Schools that all employees will work in an atmosphere that encourages excellence. All employees are entitled to a workplace that is free of harassment and/or intimidation.

The Yukon School District encourages employees to report complaints of harassment and/or intimidation. The complaint should be reported immediately to the Superintendent or his designee.

.....

Employee:

Date of Incident:

Description of complaint: (Please be very specific.)

Date

Employee Signature

CERTIFIED PERSONNEL SALARY & COMPENSATION SCHEDULE

BACHELOR'S DEGREE

FY 10/11

Note: This scale is effective for the current fiscal year only and does not imply future earnings.

Subsequent scales will be determined by budgetary conditions at the time.

YRS EXP	Base Salary	Added Salary (TRS Offset)	Taxable Salary	Pre-Tax Salary		District Salary	TRR Credit	State Paid		Dist+State Comp
				Retirement	Insurances			Cash Flex	Insur Flex	
0	29,945.64	60.15	30,005.79	2,204.21	138.00	32,348.00	60.15	836.52	4,477.08	37,721.75
1	30,345.54	103.41	30,448.95	2,191.05	138.00	32,778.00	103.41	836.52	4,477.08	38,195.01
2	30,751.02	145.65	30,896.67	2,179.33	138.00	33,214.00	145.65	836.52	4,477.08	38,673.25
3	31,162.08	188.15	31,350.23	2,167.77	138.00	33,656.00	188.15	836.52	4,477.08	39,157.75
4	31,578.72	233.33	31,812.05	2,153.95	138.00	34,104.00	233.33	836.52	4,477.08	39,650.93
5	32,000.94	278.76	32,279.70	2,140.30	138.00	34,558.00	278.76	836.52	4,477.08	40,150.36
6	32,428.74	325.26	32,754.00	2,126.00	138.00	35,018.00	325.26	836.52	4,477.08	40,656.86
7	32,862.12	372.82	33,234.94	2,111.06	138.00	35,484.00	372.82	836.52	4,477.08	41,170.42
8	33,301.08	421.44	33,722.52	2,095.48	138.00	35,956.00	421.44	836.52	4,477.08	41,691.04
9	33,745.62	471.12	34,216.74	2,079.26	138.00	36,434.00	471.12	836.52	4,477.08	42,218.72
10	34,196.67	521.87	34,718.54	2,062.46	138.00	36,919.00	521.87	836.52	4,477.08	42,754.47
11	35,054.13	573.67	35,627.80	2,075.20	138.00	37,841.00	573.67	836.52	4,477.08	43,728.27
12	35,521.92	626.54	36,148.46	2,057.54	138.00	38,344.00	626.54	836.52	4,477.08	44,284.14
13	35,996.22	680.48	36,676.70	2,039.30	138.00	38,854.00	680.48	836.52	4,477.08	44,848.08
14	36,477.03	735.47	37,212.50	2,020.50	138.00	39,371.00	735.47	836.52	4,477.08	45,420.07
15	36,964.35	791.53	37,755.88	2,001.12	138.00	39,895.00	791.53	836.52	4,477.08	46,000.13
16	37,458.18	848.65	38,306.83	1,981.17	138.00	40,426.00	848.65	836.52	4,477.08	46,588.25
17	37,958.52	906.83	38,865.35	1,960.65	138.00	40,964.00	906.83	836.52	4,477.08	47,184.43
18	38,465.37	966.07	39,431.44	1,939.56	138.00	41,509.00	966.07	836.52	4,477.08	47,788.67
19	38,978.73	1,026.38	40,005.11	1,917.89	138.00	42,061.00	1,026.38	836.52	4,477.08	48,400.98
20	39,498.60	1,087.75	40,586.35	1,895.65	138.00	42,620.00	1,087.75	836.52	4,477.08	49,021.35
21	40,025.91	1,150.18	41,176.09	1,872.91	138.00	43,187.00	1,150.18	836.52	4,477.08	49,650.78
22	40,559.73	1,213.68	41,773.41	1,849.59	138.00	43,761.00	1,213.68	836.52	4,477.08	50,288.28
23	41,100.99	1,278.23	42,379.22	1,825.78	138.00	44,343.00	1,278.23	836.52	4,477.08	50,934.83
24	41,649.69	1,343.85	42,993.54	1,801.46	138.00	44,933.00	1,343.85	836.52	4,477.08	51,590.45
25	42,205.83	1,410.53	43,616.36	1,776.64	138.00	45,531.00	1,410.53	836.52	4,477.08	52,255.13
26	42,769.41	1,410.53	44,179.94	1,819.06	138.00	46,137.00	1,410.53	836.52	4,477.08	52,861.13
27	43,340.43	1,410.53	44,750.96	1,862.04	138.00	46,751.00	1,410.53	836.52	4,477.08	53,475.13
28	43,918.89	1,410.53	45,329.42	1,905.58	138.00	47,373.00	1,410.53	836.52	4,477.08	54,097.13
29	44,504.79	1,410.53	45,915.32	1,949.68	138.00	48,003.00	1,410.53	836.52	4,477.08	54,727.13
30	45,098.13	1,410.53	46,508.66	1,994.34	138.00	48,641.00	1,410.53	836.52	4,477.08	55,365.13
31	45,699.84	1,410.53	47,110.37	2,039.63	138.00	49,288.00	1,410.53	836.52	4,477.08	56,012.13
32	46,309.92	1,410.53	47,720.45	2,085.55	138.00	49,944.00	1,410.53	836.52	4,477.08	56,668.13

**A \$322.58 (\$300.00 salary + \$22.58 TRS benefit) increment will be paid for "Full Credit Experience" for fifteen (15) hours over the Bachelor's & Master's degrees. The State Paid TRS Credit is paid directly into the employee's TRS retirement account and is not reflected on the employee's paystub. The State Paid insurance Flex is only available to employees enrolled in the State Health Insurance Plan administered by the District.

CERTIFIED PERSONNEL SALARY & COMPENSATION SCHEDULE

MASTER'S DEGREE

FY 10/11

Note: This scale is effective for the current fiscal year only and does not imply future earnings.

Subsequent scales will be determined by budgetary conditions at the time.

YRS EXP	Base Salary	Added Salary (TRS Offset)	Taxable Salary	Pre-Tax Salary		District Salary	TRS Credit *****	State Paid		Dist+State Comp
				Retirement	Insurances			Cash Flex	Insur Flex	
0	31,450.38	60.15	31,510.53	2,317.47	138.00	33,966.00	60.15	836.52	4,477.08	39,339.75
1	31,870.74	103.41	31,974.15	2,305.85	138.00	34,418.00	103.41	836.52	4,477.08	39,835.01
2	32,296.68	145.65	32,442.33	2,295.67	138.00	34,876.00	145.65	836.52	4,477.08	40,335.25
3	32,728.20	188.15	32,916.35	2,285.65	138.00	35,340.00	188.15	836.52	4,477.08	40,841.75
4	33,165.30	233.33	33,398.63	2,273.37	138.00	35,810.00	233.33	836.52	4,477.08	41,356.93
5	33,607.98	278.76	33,886.74	2,261.26	138.00	36,286.00	278.76	836.52	4,477.08	41,878.36
6	34,057.17	325.26	34,382.43	2,248.57	138.00	36,769.00	325.26	836.52	4,477.08	42,407.86
7	34,511.94	372.82	34,884.76	2,235.24	138.00	37,258.00	372.82	836.52	4,477.08	42,944.42
8	34,973.22	421.44	35,394.66	2,221.34	138.00	37,754.00	421.44	836.52	4,477.08	43,489.04
9	35,440.08	471.12	35,911.20	2,206.80	138.00	38,256.00	471.12	836.52	4,477.08	44,040.72
10	35,913.45	521.87	36,435.32	2,191.68	138.00	38,765.00	521.87	836.52	4,477.08	44,600.47
11	37,194.06	573.67	37,767.73	2,236.27	138.00	40,142.00	573.67	836.52	4,477.08	46,029.27
12	37,690.68	626.54	38,317.22	2,220.78	138.00	40,676.00	626.54	836.52	4,477.08	46,616.14
13	38,193.81	680.48	38,874.29	2,204.71	138.00	41,217.00	680.48	836.52	4,477.08	47,211.08
14	38,703.45	735.47	39,438.92	2,188.08	138.00	41,765.00	735.47	836.52	4,477.08	47,814.07
15	39,219.60	791.53	40,011.13	2,170.87	138.00	42,320.00	791.53	836.52	4,477.08	48,425.13
16	39,743.19	848.65	40,591.84	2,153.16	138.00	42,883.00	848.65	836.52	4,477.08	49,045.25
17	40,273.29	906.83	41,180.12	2,134.88	138.00	43,453.00	906.83	836.52	4,477.08	49,673.43
18	40,810.83	966.07	41,776.90	2,116.10	138.00	44,031.00	966.07	836.52	4,477.08	50,310.67
19	41,355.81	1,026.38	42,382.19	2,096.81	138.00	44,617.00	1,026.38	836.52	4,477.08	50,956.98
20	41,907.30	1,087.75	42,995.05	2,076.95	138.00	45,210.00	1,087.75	836.52	4,477.08	51,611.35
21	42,466.23	1,150.18	43,616.41	2,056.59	138.00	45,811.00	1,150.18	836.52	4,477.08	52,274.78
22	43,032.60	1,213.68	44,246.28	2,035.72	138.00	46,420.00	1,213.68	836.52	4,477.08	52,947.28
23	43,606.41	1,278.23	44,884.64	2,014.36	138.00	47,037.00	1,278.23	836.52	4,477.08	53,628.83
24	44,188.59	1,343.85	45,532.44	1,992.56	138.00	47,663.00	1,343.85	836.52	4,477.08	54,320.45
25	44,778.21	1,410.53	46,188.74	1,970.26	138.00	48,297.00	1,410.53	836.52	4,477.08	55,021.13
26	45,375.27	1,410.53	46,785.80	2,015.20	138.00	48,939.00	1,410.53	836.52	4,477.08	55,663.13
27	45,980.70	1,410.53	47,391.23	2,060.77	138.00	49,590.00	1,410.53	836.52	4,477.08	56,314.13
28	46,594.50	1,410.53	48,005.03	2,106.97	138.00	50,250.00	1,410.53	836.52	4,477.08	56,974.13
29	47,215.74	1,410.53	48,626.27	2,153.73	138.00	50,918.00	1,410.53	836.52	4,477.08	57,642.13
30	47,845.35	1,410.53	49,255.88	2,201.12	138.00	51,595.00	1,410.53	836.52	4,477.08	58,319.13
31	48,483.33	1,410.53	49,893.86	2,249.14	138.00	52,281.00	1,410.53	836.52	4,477.08	59,005.13
32	49,129.68	1,410.53	50,540.21	2,297.79	138.00	52,976.00	1,410.53	836.52	4,477.08	59,700.13

**A \$322.58 (\$300.00 salary + \$22.58 TRS benefit) increment will be paid for "Full Credit Experience" for fifteen (15) hours over the Bachelor's & Master's degrees. The State Paid TRS Credit is paid directly into the employee's TRS retirement account and is not reflected on the employee's paystub. The State Paid insurance Flex is only available to employees enrolled in the State Health Insurance Plan administered by the District.

CERTIFIED PERSONNEL SALARY & COMPENSATION SCHEDULE

DOCTOR'S DEGREE

FY 10/11

Note: This scale is effective for the current fiscal year only and does not imply future earnings.

Subsequent scales will be determined by budgetary conditions at the time.

YRS EXP	Base Salary	Added Salary (TRS Offset)	Taxable Salary	Pre-Tax Salary		District Salary	TRS Credit *****	State Paid		Dist+State Comp
				Retirement	Insurances			Cash Flex	Insur Flex	
0	32,551.50	60.15	32,611.65	2,400.35	138.00	35,150.00	60.15	836.52	4,477.08	40,523.75
1	32,985.81	103.41	33,089.22	2,389.78	138.00	35,617.00	103.41	836.52	4,477.08	41,034.01
2	33,426.63	145.65	33,572.28	2,380.72	138.00	36,091.00	145.65	836.52	4,477.08	41,550.25
3	33,873.03	188.15	34,061.18	2,371.82	138.00	36,571.00	188.15	836.52	4,477.08	42,072.75
4	34,325.01	233.33	34,558.34	2,360.66	138.00	37,057.00	233.33	836.52	4,477.08	42,603.93
5	34,783.50	278.76	35,062.26	2,349.74	138.00	37,550.00	278.76	836.52	4,477.08	43,142.36
6	35,247.57	325.26	35,572.83	2,338.17	138.00	38,049.00	325.26	836.52	4,477.08	43,687.86
7	35,718.15	372.82	36,090.97	2,326.03	138.00	38,555.00	372.82	836.52	4,477.08	44,241.42
8	36,195.24	421.44	36,616.68	2,313.32	138.00	39,068.00	421.44	836.52	4,477.08	44,803.04
9	36,678.84	471.12	37,149.96	2,300.04	138.00	39,588.00	471.12	836.52	4,477.08	45,372.72
10	37,168.95	521.87	37,690.82	2,286.18	138.00	40,115.00	521.87	836.52	4,477.08	45,950.47
11	38,866.20	573.67	39,439.87	2,362.13	138.00	41,940.00	573.67	836.52	4,477.08	47,827.27
12	39,385.14	626.54	40,011.68	2,348.32	138.00	42,498.00	626.54	836.52	4,477.08	48,438.14
13	39,910.59	680.48	40,591.07	2,333.93	138.00	43,063.00	680.48	836.52	4,477.08	49,057.08
14	40,443.48	735.47	41,178.95	2,319.05	138.00	43,636.00	735.47	836.52	4,477.08	49,685.07
15	40,982.88	791.53	41,774.41	2,303.59	138.00	44,216.00	791.53	836.52	4,477.08	50,321.13
16	41,529.72	848.65	42,378.37	2,287.63	138.00	44,804.00	848.65	836.52	4,477.08	50,966.25
17	42,084.00	906.83	42,990.83	2,271.17	138.00	45,400.00	906.83	836.52	4,477.08	51,620.43
18	42,645.72	966.07	43,611.79	2,254.21	138.00	46,004.00	966.07	836.52	4,477.08	52,283.67
19	43,214.88	1,026.38	44,241.26	2,236.74	138.00	46,616.00	1,026.38	836.52	4,477.08	52,955.98
20	43,791.48	1,087.75	44,879.23	2,218.77	138.00	47,236.00	1,087.75	836.52	4,477.08	53,637.35
21	44,375.52	1,150.18	45,525.70	2,200.30	138.00	47,864.00	1,150.18	836.52	4,477.08	54,327.78
22	44,967.93	1,213.68	46,181.61	2,181.39	138.00	48,501.00	1,213.68	836.52	4,477.08	55,028.28
23	45,567.78	1,278.23	46,846.01	2,161.99	138.00	49,146.00	1,278.23	836.52	4,477.08	55,737.83
24	46,176.00	1,343.85	47,519.85	2,142.15	138.00	49,800.00	1,343.85	836.52	4,477.08	56,457.45
25	46,791.66	1,410.53	48,202.19	2,121.81	138.00	50,462.00	1,410.53	836.52	4,477.08	57,186.13
26	47,417.55	1,410.53	48,828.08	2,168.92	138.00	51,135.00	1,410.53	836.52	4,477.08	57,859.13
27	48,049.95	1,410.53	49,460.48	2,216.52	138.00	51,815.00	1,410.53	836.52	4,477.08	58,539.13
28	48,690.72	1,410.53	50,101.25	2,264.75	138.00	52,504.00	1,410.53	836.52	4,477.08	59,228.13
29	49,339.86	1,410.53	50,750.39	2,313.61	138.00	53,202.00	1,410.53	836.52	4,477.08	59,926.13
30	49,998.30	1,410.53	51,408.83	2,363.17	138.00	53,910.00	1,410.53	836.52	4,477.08	60,634.13
31	50,665.11	1,410.53	52,075.64	2,413.36	138.00	54,627.00	1,410.53	836.52	4,477.08	61,351.13
32	51,341.22	1,410.53	52,751.75	2,464.25	138.00	55,354.00	1,410.53	836.52	4,477.08	62,078.13

**A \$322.58 (\$300.00 salary + \$22.58 TRS benefit) increment will be paid for "Full Credit Experience" for fifteen (15) hours over the Bachelor's & Master's degrees. The State Paid TRS Credit is paid directly into the employee's TRS retirement account and is not reflected on the employee's paystub. The State Paid insurance Flex is only available to employees enrolled in the State Health Insurance Plan administered by the District.

SECTION 8

SIGNATURES 44-45

A. RATIFICATION SIGNATURE FORM 45

ARTICLE A

SIGNATURES

This agreement and each of its provisions shall be binding and effective as of the 5th day of October, 2010, and shall continue in full force and effect until a successor agreement is bargained. In witness where, the Association and Board have set their signatures on the 5th day of October, 2010.



YPEA Chief Negotiator



Board of Education Chief Negotiator



Member



Member



Member



Member



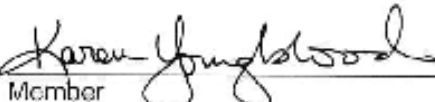
Member




Member



Member



Member



YPEA President



Board of Education President

July 20, 2010

District's Proposed Tentative Agreements:

1. Salary Schedules:

*Beckham
7-20-10
TA*

All eligible teachers will advance one step on the 2010-11 compensation schedule. Step movement will not result in an increase in compensation. Teachers will receive the same compensation as they did in 2009-10 unless their hours and/or duties are altered pursuant to an individual contract. (2010-11 Salary Schedules are attached)

*Beckham
7-20-10
TA*

2. Compensation for Covering Classes: (CBA page 27)

For the 2010-11 contract year, Compensation for Covering Classes, Section 4: Article K., of the 2009-10 Collective Bargaining Agreement shall be set at ~~\$3.65~~ ^{4.00} per thirty-minute period or major portion thereof.

*Beckham
7-20-10
TA*

3. Incentive Pay: (CBA page 24)

The provisions of Section 4 - Article B. Incentive Pay, of the 2009-10 Collective Bargaining Agreement will be suspended for the 2010-11 contract year. *Perfect attendance will be paid @ 350 per person.*

4. Acknowledgment:

The Association acknowledges that it is the District's present intention to set 2010-11 extra duty compensation for:

- a. CBA - Extra Duty Pay: Section 4: Article C.1. (page 25), and
- b. CBA - Bus Duty/Noon Duty: Section 4: Article C.2. (page 25)

at the federal minimum wage. No new contract language is necessary.

5. Acknowledgment:

The District withdraws its proposal regarding Mileage, Section 4 - Article J.

6. 2010-2011 Collective Bargaining Agreement:

*Beckham
7-20-10*

The parties agree to continue all sections of the 2009-10 Collective Bargaining Agreement not modified through current year negotiations, and to up-date contract language and dates as necessary. Each party will verify the accuracy of the 2010-11 Collective Bargaining Agreement.

*Beckham
7-20-10
TA*

The Board of Education recovers the right to award teachers a one-time stipend at any time they deem funds are available.