

PROFESSIONAL AGREEMENT

BETWEEN

YALE PUBLIC SCHOOLS

AND

YALE PRINCIPALS' ASSOCIATION

2010-2012

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ARTICLE I

RECOGNITION

- 1.1 The Yale Public Schools (hereinafter referred to as "District" or "Board") hereby recognizes the Yale Principals' Association (hereinafter referred to as "Association") as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement for the following positions including HIGH SCHOOL PRINCIPAL, ASSISTANT HIGH SCHOOL PRINCIPAL, JUNIOR HIGH SCHOOL PRINCIPAL AND ELEMENTARY PRINCIPAL and excluding ALL OTHER CERTIFIED AND NON-CERTIFIED EMPLOYEES.
- 1.2 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this agreement.
- 1.3 Any Individual Contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this agreement. Any Individual Contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the Parties. If an Individual Contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- 1.4 The term "Administrator(s)" as used herein shall refer to bargaining unit member(s).

ARTICLE II

DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions there from or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations that do not conflict with the provisions of the collective bargaining agreement.
5. Determine the qualifications of employees.

DISTRICT RIGHTS (continued)

6. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
7. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
10. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE III

LEAVES

- 3.1 Administrator(s) shall be credited with ten (10) sick leave days each year on July 1. Such days may accumulate to a total of ninety (90) days. If the Administrator should leave the District, the District shall pay the Administrator for each unused sick day accumulated the amount of \$40.00 (forty dollars). The District will pay the employee for each sick day in excess of ninety (90) days as of June 30, 1996. Thereafter, the District shall annually pay the employee for all sick days in excess of ninety (90), as listed below in Article 3.2.E., as of June 30.

Sick Leave days may also be used for the following reasons:

1. Attendance at the funeral of a member of the family or a person whose relationship to the principal warrants such attention in the discretion of the superintendent.
2. Death in the immediate family (maximum five (5) days per incident).

- 3.2 A. At the beginning of each school year, each Administrator shall be credited with four (4) personal business days.
- B. An Administrator may use two days at a time, on notice, without review or approval. The use of these personal business days for 3 or 4 consecutive days shall be subject to review and approval by the Superintendent.
- C. Personal business days may not be used the day before or the day after holiday breaks or be used for vacation purposes without superintendent approval.
- D. If unused, these days shall be added to the Administrator's accumulated sick days at the end of each school year.
- E. Sick Leave Incentive Program
Principals are automatically enrolled in the Sick Leave Incentive Program. To be eligible for the Sick Leave Incentive Program a principal must have 90 accumulated sick days prior to the start of the school year. If they start the year with 90 sick days they will be paid according to the chart for each unused sick day for that year, at the end of the same year. To be eligible the following year each principal must start the year with 90 sick days. Excess days (over 90) at the end of each year will be bought back according to the Incentive schedule below.
Example: The principal starts year one with 85 sick days. Ends year one with 95 sick days. Five days will be purchased at \$40 per day. Principal will start year two with 90 sick days and Be eligible for the Sick Leave Incentive Program for year two.

Attendance Incentive – for each unused sick leave day:

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

F. All employees covered in this contract will receive a floating holiday to be used at the discretion of the employee and with the Superintendent's approval. Floating Holiday will be forfeited for that year if not used and may not be carried over to another year.

- 3.3 Administrators working less than a full contract year (as defined in their Individual Contract) shall receive a pro-ration of both sick leave days and personal business days.
- 3.4 An employee who does not qualify for an unpaid leave authorized by this Agreement may, upon the approval of the superintendent, be granted an extended unpaid leave of absence for special personal reasons. Such unpaid leave shall be without salary and may not exceed a period of one (1) year. The employee requesting the unpaid leave shall give definite assurance in writing that they intend to return to the employment of the Board following termination of the unpaid leave.
- 3.5 In order to be eligible to return from a unpaid leave of absence, each employee must notify the Board of Education at least sixty (60) days prior to the specified termination date of the unpaid leave of absence of his intent to return to employment with the Yale School District.
- 3.6 During an unpaid leave of absence for a period of one year or more, the Administrator does not accrue seniority credit.
- 3.7 Any employee on unpaid leave of absence may request re-employment prior to the termination of the leave.
- 3.8 When school is closed due to inclement weather, heating problems, road conditions or other situations the Employer has no control over, employees will not be required to work and will be paid for said days that are able to be counted as said days of pupil instruction for purposes of state aid. Beyond the time that can be counted for instructional purposes, the employee will be required to work any day (or portion of day) that is scheduled for make-up and the employee shall not receive additional compensation for the rescheduled attendance day(s)/or portion of day(s).

ARTICLE IV

ASSIGNMENTS

- 4.1 The Administrator is subject to assignment and transfer to any other position at the discretion of the District.
- 4.2 It is expressly understood that no Administrator shall be granted tenure in any position(s) covered by the terms and conditions of this Agreement. Administrators who have in the past acquired tenure as a classroom teacher by operation of law shall continue to retain that tenure.
- 4.3 Failure of the District to continue or re-employ any Administrator in any capacity other than as a classroom teacher pursuant to 4.2 above, shall not be deemed a breach of this Agreement, or a discharge or a demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. The Administrator shall not be reduced in salary or fringe benefits, except that the Administrator may be disciplined, demoted, or discharged for just cause as determined by the District with no further contractual obligation.
- 4.4 In the event of discharge pursuant to 4.3 above, or in the event of mutual agreement between the Board and an Administrator during the term of an individual contract, any individual contract between the Board and an individual Administrator is subject to early termination at any time during the term of the individual contract. Administrators shall serve a probationary period of one (1) calendar year. During the probationary period, Administrators shall be considered "at-will" employees.
- 4.5 This section of this article (i.e., this paragraph) shall only apply to employees who have successfully completed the required one (1) probationary period. Pursuant to the Administrator's Due Process Act, MCL 380.132, the Board shall give Administrators notice of non-renewal of contract in writing at least one (1) year before the contract termination date of the contract is renewed for an additional one (1) year period. In addition, the Board shall provide any administrator for whom the Board is considering non-renewal not less than thirty (30) days notice in advance of written notice of non-renewal that the Board is considering non-renewal together with a written statement of the reasons the Board is considering non-renewal. Such reason(s) shall not be arbitrary or capricious. After the issuance of the written statement but before the non-renewal statement is issued the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under section 8 of Act No. 267 of the Public Acts of 1976, being section 15.268 of the Michigan Compiled Laws [Open Meeting's Act]. The failure to provide for a meeting with the Board or the finding of a court that the reason for non-renewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional one (1) year period.

ARTICLE V

COMPENSATION

2010-2012

5.1 SALARY:

INDEX VALUE	Days Prior to and After <u>School Year</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
High School Principal	15-10	1.24	1.28	1.375
Jr. High School Principal	15-10	1.15	1.20	1.305
Elementary Principal	15-10	1.14	1.17	1.265
Asst. High School Principal	15-10	1.12	1.16	1.265

For each classification the annual salary shall be equal to the index value times the MA+30, Step 10 rate from the teachers' collective bargaining agreement, covering the same years.

5.2 A stipend of \$1,000 per school year will be paid to each Principal who has completed an Educational Specialist Degree in Secondary or Elementary Administration, Educational Leadership, or Curriculum.

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

15 - 19 years	\$500.00
20 - 24 years	\$700.00
25 years and up	\$900.00

COMPENSATION (continued)

- 5.4 Mileage: The Administrator shall be paid mileage at the IRS maximum allowable rate for business use of his/her personal vehicle.
- 5.5 The Administrator may attend appropriate professional meetings at the local, state, or national level, and one (1) professional development activity per year, at the expense of the District. These activities combined shall not exceed \$1,000 annually, however, budgetary constraints may reduce the amount of funds available for such activities. These activities are with the Superintendent's approval.
- 5.6 The Administrator shall receive professional dues paid at the discretion of the Superintendent. The District shall, however, in no event make payment on behalf of any Administrator of any dues and/or service fees as may be required by the Yale Administrator's Association.
- 5.7 Upon request of the Administrator, the Board shall withhold and transfer a portion of the Administrator's salary to an annuity program of the Administrator's choosing.
- 5.8 Administrators working less than a full contractual year (as defined in each Individual Contract) shall receive a pro-ration of both salary and longevity.
- 5.9 Each administrator will have the option of having 24 pays with a final lump sum payment in the last pay in June or 26 equal pays.
- 5.10 Employees will take one unpaid furlough day for the 2010/2011 school year. The day will be taken at the discretion of the employee and with Superintendent approval.

ARTICLE VI
INSURANCE

- 6.1 It is expressly understood that the Board's sole obligation is to pay premiums as designated in this Agreement. All coverage offered is subject to the rules and regulations of the carrier insurance administrator and/or underwriter.
- 6.2 Upon acceptance of written application by the insurance administrator and/or carriers, the Board shall provide premium payments for eligible administrator(s) as follows:
- A. The Board shall provide a PPO health plan funded by the district equivalent to MESSA Choices (10/20 Rx) with a \$100/\$200 deductible. Duplication of benefits will not be provided in this plan. If the administrator's spouse is receiving health benefits from Yale Public Schools, then the administrator is not eligible to receive health benefits.
 - B. The Board shall provide premium contribution toward the purchase of dental benefit equivalent to MESSA/Delta Dental Plan "E" with Orthodontic Rider "008" plus the corresponding adult orthodontic rider, including internal coordination of benefits (COB), for all bargaining unit members and their eligible dependents as defined by MESSA/Delta.
 - C. The Board shall provide premium contribution toward the purchase of vision benefit equivalent to VSP III.
 - D. Long Term Disability policy – The Board shall provide long-term disability coverage as follows: A ninety (90) day waiting period, 60% of salary, with a maximum benefit of \$4,500 per month. All benefits will be paid according to the terms of the insurance contract in force at the time of the claim.
 - E. Simple term life insurance at a level equal to twice the current year's salary of each Administrator.
 - F. Administrators may have the option of a Board paid annuity equivalent to the YEA contract, Article XX., Plan B, 1., amount per year in lieu of health benefit coverage, with the payment to be made in the month of January or paid over 20 payments beginning with the first pay of September. The election of health benefit coverage will be effective from September 1 through August 31 of the following year.
- 6.3 Administrators working less than a full contract year (as defined in each Individual Contract) shall receive a pro-ration of all benefits provided in this Article.
- 6.4 Notwithstanding the provisions of this Article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, termination of coverage, and other matters. The Board, by payment of the premium payments required to provide the benefit coverage set forth in this Article, shall be relieved from any and all liability with respect to disputes regarding coverage and benefits. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Association nor shall such failure be considered a breach of any obligation by either of them. The disputes between employees or beneficiaries of employees and any insurance company shall not be subject to any internal procedure of the Employer.

ARTICLE VII

SAVINGS CLAUSE

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE VIII

GRIEVANCE AND ARBITRATION PROCEDURE

8.1 The term grievance shall be interpreted to mean a complaint by an administrator or by the Association in its own behalf that there has been a violation, misinterpretation or misapplication of this agreement.

8.2 **STEP ONE:**

An administrator may initiate a grievance by first discussing the matter with his/her immediate supervisor. An Association representative shall be provided immediately upon request. If the grievance cannot be satisfactorily resolved at Step One, it may be submitted to Step Two by the Association.

8.3 **STEP TWO:**

Within ten days of the supervisor's response at Step One, or as otherwise provided, the Association shall submit to that supervisor at Step Two a written grievance which shall generally set forth the nature of the dispute and the relief requested. Should either party so request, a grievance meeting shall be had at Step Two between the Association and the supervisor within seven days of the submission of the written grievance. Within ten days of said submission, the supervisor shall provide the Association a written answer to said grievance. If the answer received at Step Two is unacceptable to the Association, the grievance may be appealed to Step Three by the Association within ten days of said answer.

8.4 **STEP THREE:**

The appeal at Step Three shall be made to the Superintendent. Within seven days of the appeal at Step Three, a grievance meeting shall be held between the Association and the Superintendent. Within seven days of said meeting, the Superintendent shall provide the Association with his/her written answer to the grievance. If the answer received at Step Three is unacceptable to the Association, the grievance may be appealed to Step Four by the Association within ten days of said answer.

8.5 **STEP FOUR:**

The appeal at Step Four shall be made directly to the Board. The Board shall schedule a grievance hearing at its next meeting, but no later than thirty days after the appeal has been lodged. Within seven days following said meeting, the Board shall provide the Association with a written answer. If

GRIEVANCE AND ARBITRATION PROCEDURE (concluded)

the answer received at Step Four is unacceptable to the Association, the grievance may be appealed to Step Five by the Association by providing the Board with a written request for arbitration within ten days of their answer.

- 8.6 After the request for arbitration has been made, the parties may attempt to choose a mutually acceptable arbitrator. If this attempt is unsuccessful or if the Association should so choose, the parties shall request a list of seven arbitrators from the American Arbitration Association. The Arbitration selection and hearing shall be governed by the Voluntary Arbitration Rules of the American Arbitration Association.
- 8.7
- A. All references to "days" in this Article shall be regular work days.
 - B. The award of the arbitrators shall be final and binding upon the Board, the Association and all employees affected by the grievance.
 - C. The Association may also initiate a grievance by submitting it directly at Step Two or, in case of grievances involving discipline, in writing, in the form described in Step Two, directly at Step Three.
 - D. The costs of the arbitration itself shall be shared equally by the parties, but all costs of preparation and presentation assumed individually by the party shall be its responsibility.
 - E. Time limits may be extended by mutual agreement of the parties.
 - F. The Association may provide representation through its officers, agents or other legal counsel.

ARTICLE IX

From time to time during the life of this Agreement, the parties will meet to discuss problems and solutions to those problems. Should the parties reach a resolution to any problem, a Letter of Agreement shall be drafted to be ratified by the constituents of the respective parties. Should the letter be ratified by both sides, it shall be considered as a part of this Agreement.

DURATION

All articles of this Agreement shall be effective July 1, 2010 and shall remain in effect through June 30, 2012. Either party may terminate this Agreement as of June 30, 2012 by giving written notice to the other party on or before April 1, 2012. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before April 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives the day and year first written below.

DISTRICT

NEGOTIATING COMMITTEE FOR THE ASSOCIATION

By *Jerry R. Doost*
President of Board of Education

[Signature]

Date 10 Mar 2011

Date April 18, 2011

And *[Signature]*
Superintendent

Robert Watson

Date 10 Mar 2011

Date April 27, 2011

INDIVIDUAL NON-TENURE CONTRACT FOR HIGH SCHOOL PRINCIPAL

YALE PUBLIC SCHOOLS -YALE, MICHIGAN

This Agreement is entered into this day of , 20__, between the Yale Public Schools Board of Education, hereinafter called the "School District" and , hereinafter called the "Administrator."

1. The School District agrees to employ the Administrator for a term of () years from July 1, 20__ to and including June 30, 20__ , at which time this Contract shall terminate subject to the covenants and conditions of this agreement, provided, that unless the School District gives written notice to the Administrator at least one (1) year prior to the termination of this agreement that this Contract shall not be renewed, then this agreement shall be renewed for an additional one (1) year period subject to all of the covenants and conditions of this agreement during such extended term.

2. The Administrator agrees to work for the School District as _____, a non-tenure position, for said term. The Administrator is subject to assignment and transfer to any other position at the discretion of the School District. The Administrator shall be employed to work for a period of fifteen work days before the official opening of school and end fifteen work days after school officially closes, in addition to the school year. Should the Administrator agree to perform for a period in excess of that stated above, he/she shall be paid at the pro rata daily rate. Should the Administrator commence the performance of duties at other than the commencement above, the Administrator shall receive a pro-ration of both salary and all other benefits.

3. The Administrator agrees to perform faithfully the duties of _____ in a competent and professional manner subject to the established policies and regulations of the School District, and the laws of the State of Michigan. It is mutually agreed that the Administrator shall not acquire tenure in the position of _____, or in any other position in the District by virtue of this Contract.

4. The Administrator represents that he/she holds all certificates, credentials and qualifications required by the law and by the School District to accept this position.

5. The School District agrees to pay the Administrator a salary based on the index of ____ for the first year and ____ for the second year of the MA+30 salary schedule of the Yale Education Agreement, for each of the two (2) years covered under this contract. Said annual sum shall be paid in equal installments, the balance paid in full at June 30th of each year; the first payment to be made _____, 20__. Subsequent salary changes to be made effective with the Administrator's first work day in the pay period following July 1, of any further years covered under the terms of this Contract. The Administrator will be paid an Educational Specialist stipend of \$1,000 per school year for the years covered under this contract.

6. This individual non-tenure contract is expressly subject to and governed by any conflicting terms contained in the Agreement between the Association and the School District.

, Administrator

By: _____
Mr. Kenneth Nicholl, Superintendent
Yale Public Schools

INDIVIDUAL NON-TENURE CONTRACT FOR SCHOOL ADMINISTRATOR

YALE PUBLIC SCHOOLS -YALE, MICHIGAN

This Agreement is entered into this day of , 20__, between the Yale Public Schools Board of Education, hereinafter called the "School District" and , hereinafter called the "Administrator."

1. The School District agrees to employ the Administrator for a term of () years from July 1, 20__ to and including June 30, 20__ , at which time this Contract shall terminate subject to the covenants and conditions of this agreement, provided, that unless the School District gives written notice to the Administrator at least one (1) year prior to the termination of this agreement that this Contract shall not be renewed, then this agreement shall be renewed for an additional one (1) year period subject to all of the covenants and conditions of this agreement during such extended term.

3. The Administrator agrees to work for the School District as _____, a non-tenure position, for said term. The Administrator is subject to assignment and transfer to any other position at the discretion of the School District. The Administrator shall be employed to work for a period of fifteen work days before the official opening of school and end ten work days after school officially closes, in addition to the school year. Should the Administrator agree to perform for a period in excess of that stated above, he/she shall be paid at the pro rata daily rate. Should the Administrator commence the performance of duties at other than the commencement above, the Administrator shall receive a pro-ration of both salary and all other benefits.

5. The Administrator agrees to perform faithfully the duties of _____ in a competent and professional manner subject to the established policies and regulations of the School District, and the laws of the State of Michigan. It is mutually agreed that the Administrator shall not acquire tenure in the position of _____, or in any other position in the District by virtue of this Contract.

6. The Administrator represents that he/she holds all certificates, credentials and qualifications required by the law and by the School District to accept this position.

5. The School District agrees to pay the Administrator a salary based on the index of ____ for the first year and ____ for the second year of the MA+30 salary schedule of the Yale Education Agreement, for each of the two (2) years covered under this contract. Said annual sum shall be paid in equal installments, the balance paid in full at June 30th of each year; the first payment to be made on _____, __, 20__. Subsequent salary changes to be made effective with the Administrator's first work day in the pay period following July 1, of any further years covered under the terms of this Contract. The Administrator will be paid an Educational Specialist stipend of \$1,000 per school year for the years covered under this contract.

6. This individual non-tenure contract is expressly subject to and governed by any conflicting terms contained in the Agreement between the Association and the School District.

, Administrator

By: _____
Mr. Kenneth Nicholl, Superintendent
Yale Public Schools