

PROFESSIONAL AGREEMENT BETWEEN

YALE PUBLIC SCHOOLS

AND

YALE CENTRAL OFFICE
PERSONNEL ASSOCIATION

July 1, 2019 – June 30, 2022

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ARTICLE I

RECOGNITION

- 1.1 The Yale Public Schools (hereinafter referred to as "District" or "Board") hereby recognizes the Yale Central Office Personnel 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 Director of Business Services, Director of Building, Grounds and Transportation, Director of Transportation, Accounts Payable, Payroll, Personnel and Adult/Community Education Secretary, and Executive Secretary, and excluding all other certified or noncertified 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 District 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 "Employee(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 therefrom, 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 and past practice 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. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the subcontracting thereof, the automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
5. Adopt rules and regulations
6. Determine the qualifications of employees, including physical conditions.
7. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.

ARTICLE II - DISTRICT RIGHTS (continued)

9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organizations.
11. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE III
PAID LEAVES OF ABSENCE

- 3.1 Employee(s) shall be credited with twelve (12) sick leave days each year on July 1. Such days may accumulate to a total of ninety (90) days. If the Employee should leave the District, the District shall pay the Employee for each unused sick day accumulated the amount of \$40.00 (forty dollars). The district shall annually pay the employee for all sick days in excess of 90, as of June 30.
- 3.2 Personal Business
- A. At the beginning of each school year, each association member shall be credited with four (4) personal business days.
- B. An association member may use one (1) day at a time, on notice, without review or approval. The use of these personal business days for 2, 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.
- D. If unused, these days shall be added to the association member's accumulated sick days at the end of each school year.
- 3.3 Employees working less than a full contract year (as defined in their Individual Contract), shall receive a proration of both sick leave days and personal business days.
- 3.4 Each 52-week bargaining unit member shall receive (twenty) 20 days of vacation each year on July 1. Vacation time will not be provided to any bargaining unit member who works less than 52 weeks per year. The work year shall be defined in the Employee's Individual Contract. Vacation may accumulate to a maximum of (forty) 40 days. Unused vacation is payable upon the separation of the employee at the employee's current daily rate of pay.
- 3.5 When school is declared 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 days of pupil instruction for purposes of state aid. 52 week employees who choose to work on such days shall be allowed to take an equal amount of time off without loss of pay. Such time off shall be scheduled with the employee's supervisor prior to the following June 30th. Such time off shall not accumulate beyond the following June 30th.
- Employees who are scheduled to work less than 52 weeks will not be required to work on any day in which school has been cancelled, however, any days that must be made up at the end of the school year for instructional purposes will be added to the end of their contract year.
- Beyond the time that can be counted for instructional purposes, for a 52 week employee to be paid the employee shall have such time charged to and deducted from his/her vacation and/or personal business time.
- 3.6 An employee shall be allowed up to five (5) working days which shall not be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows:
Mother, Father, Brother, Sister, Spouse, Child, Step-child, Mother-in-law, Father-in-law, Grandparents, Grandchildren.
One day leave paid for relative not including any of the above, not to be deducted from sick leave.

ARTICLE IV
UNPAID LEAVES OF ABSENCE

- 4.1 Unpaid leave of absence of up to two (2) years shall be granted to any Employee, upon application, for the purpose of participating in relevant exchange programs in other states, territories, or countries, foreign or military programs, the Peace Corps, or Job Corps as a full-time participant in such programs, or a cultural travel or work program related to his/her professional responsibilities; provided said Employee states in writing his intention to return to the school system at the end of his unpaid leave. Upon return from such unpaid leave, an employee shall be placed at the same position on the salary schedule that he was when he left.
- 4.2 Unpaid military leave shall be granted in accordance with the Universal Military Training Act. During time of National emergency, Employees who voluntarily enlist shall be afforded the same benefits.
- 4.3 A leave of absence without pay shall be granted upon application for the purposes of campaigning for or serving in a public office providing that notice of such intent is given by July 1 or sixty (60) days prior to the beginning of the second semester of the school year for which the application is made. Upon return from such unpaid leave, an Employee shall be placed at the same position on the salary schedule as when he left, provided however, that the Board may grant experience credit on the salary schedule if the public office was in a field related to the employment area of the Employee. Consideration of such credit must be made prior to the granting of the leave of absence.
- 4.4 Upon written application, at least thirty days in advance of leave, an unpaid leave of absence of up to one year for the purpose of child care shall be granted.
- A. An extension of unpaid childcare leave beyond one year may be granted by the Board provided a written request for the extension is submitted at least sixty (60) days prior to the expiration of the original unpaid leave. A written notification by the Employee of intent to return to work shall be submitted to the superintendent's office at least sixty (60) days prior to the expiration of the unpaid leave. An employee will not receive scheduled increases in salary or seniority credit during such leave.
 - B. Return from unpaid childcare leave prior to the termination of the unpaid leave may be approved by the Board at the request of the Employee.
 - C. An Employee adopting a child may receive an unpaid leave under this provision which shall commence upon entry of an order by the Probate Court awarding custody to the adopting parent.

ARTICLE IV - UNPAID LEAVES OF ABSENCE (continued)

- 4.5 An unpaid leave of absence for up to one year without pay shall upon approval of the Board be granted for study related to Employee's licensed field, study to meet eligibility requirements for license other than that held by the Employee, and study, research, or special assignment. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as when he left. If, at the discretion of the Board, such leave will result in an advantage to the school system, the Board may grant equal experience on the salary schedule.
- 4.6 Upon written request, an unpaid leave of absence for an illness in the Employee's immediate family may be granted for a period not to exceed one (1) year renewable at the discretion of the Board. Said leave shall be without pay or advancement on the salary schedule. Immediate family shall be defined as mother, father, spouse, child or sibling when under the care of the Employee.

ARTICLE V

HOLIDAYS

5.1 Eligible Employees shall be paid for the following holidays:

Fourth of July

Friday before Labor Day

Labor Day

Wednesday before Thanksgiving, only if school is not scheduled to be in session for teachers and students.

Thanksgiving

Friday following Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Two (2) Days during Christmas Break

Mid-Winter Break (2)

Good Friday

One (1) Day during Easter Break

Memorial Day

Two (2) Floating Holidays. If these days are not used they will be forfeited for that year. These days apply to all positions covered by the Central Office Association Contract.

Two (2) Floating Holidays that must be used between Christmas and New Years.

5.2 In order to be eligible to receive pay for any of the above holidays, an Employee must be in the active employ of the District at the time the holiday occurs, and the holiday must fall during the contracted work year of the Employee, as provided in the Employee's Individual contract.

5.3 Payment for the above holidays, where appropriate, shall be equivalent to the regular daily wage of the employee. Where an Employee is paid on a salary basis, the Employee shall not have any deduction from salary made as the result of the holiday.

ARTICLE VI

ASSIGNMENTS

- 6.1 The Employee is subject to assignment and transfer to any other position or change in position description at the discretion of the District.
- 6.2 It is expressly understood that no Employee shall be granted tenure in any position(s) covered by the terms and conditions of this Agreement. Employees who have in the past acquired tenure as a classroom teacher by operation of law shall continue to retain that tenure.
- 6.3 Failure of the District to continue or re-employ any Employee in any capacity shall not be deemed a breach of this Agreement. Failure of the District to continue or re-employ any Employee tenured as in 6.2 above in any capacity other than as a classroom teacher, shall not be deemed a breach of this Agreement, or a discharge or a demotion with the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. Employee(s) shall not be reduced in salary or fringe benefits, except that the Employee may be disciplined, demoted, or discharged for just cause as determined by the District with no further contractual obligation.
- 6.4 In the event of discharge pursuant to 6.3 above, or in the event of mutual agreement between the Board and an Employee during the term of an individual contract, any individual contract between the Board and an individual Employee is subject to early termination at any time during the term of the individual contract. Employees shall serve a probationary period of one (1) calendar year. During the probationary period, Employees shall be considered "at-will" employees.
- 6.5 This section of this article (i.e., this paragraph) shall only apply to employees (both certified and non-certified) who have successfully completed the required one (1) year probationary period. Pursuant to the Administrators' Due Process Act, MCL 380.132, the Board shall give noncertified Employees covered by such Act notice of nonrenewal of contract in writing at least sixty (60) days before the contract termination date or the contract is renewed for an additional one (1) year period. Pursuant to the Administrators' Due Process Act, MCL 380.132, the Board shall give certified Employees covered by such Act notice of nonrenewal of contract in writing at least one (1) calendar year before the contract termination date or the contract is renewed for an additional one (1) year period. In addition, the Board shall provide any employee covered by such Section for whom the Board is considering nonrenewal not less than thirty (30) days notice in advance of written notice of nonrenewal that the Board is considering nonrenewal together with a written statement of the reasons the Board is considering nonrenewal. Such reason(s) shall not be arbitrary or capricious. After the issuance of the written statement, but before the nonrenewal 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.

The provisions of this paragraph apply only to those Employees expressly covered by the Administrator's Due Process Act, MCL 380.132.

- 7.4 Expense/Reimbursement: Employee will be reimbursed for items necessary for job performance (i.e. phone, STATIC IP, etc.) to the extent and amount approved by the Superintendent.
- 7.5 Upon request of the Employee, the Board shall withhold and transfer a portion of the Employee's salary to an annuity program of the Employee's choosing.
- 7.6 Employees working less than a full contract year (as defined in their individual contract) shall receive a proration of all benefits provided in this Article.
- 7.7 Effective July 1, 2019 the position of Director of Transportation is a 52-week employee. Additionally, the practice of accruing comp time will no longer exist as position is defined as being exempt per the Federal Labor and Standards Act.

ARTICLE VIII

BENEFITS

- 8.1 It is expressly understood that the Board's sole obligation is to pay premiums as designated in this Agreement. All coverages are offered subject to the rules and regulations of the carrier insurance administrator and/or underwriter.
- 8.2 Upon acceptance of written application by the insurance administrator and/or carriers, the Board shall provide premium payments for eligible Employees as follows:
- A. Dependent upon Board action (hard cap or 80/20) the district agrees to pay the legal maximum amount towards health premiums and deductibles each fiscal year of the contract.

The Association retains the right to review our health insurance coverage each year and change health insurance providers if needed.
 - B. The Board shall provide dental benefits equivalent to MESSA/Delta Dental Plan "E" with \$1,500 Orthodontic Rider 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 benefits equivalent to VSP III.
 - D. Long-Term Disability policy: The Board shall provide long-term disability coverage as follows: , 90 day waiting period, 60% of salary, \$4,500 Maximum 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 two times the current year's salary of each Employee.
 - F. The Board reserves the right to select and to change insurance carriers and/or insurance administrators provided that comparable coverage is maintained.
- 8.3 In order to be eligible to receive any of the benefits listed above in 8.2(A) - (F), the Employee must be actively employed and must be contracted to work, pursuant to the Employee's Individual Contract, a minimum of 40 hours per week and 52 weeks per year. The exception being the Director of Transportation who will also receive benefits listed in 8.2 A-F.
- 8.4 Eligible Employees working less than a full contract year (as defined in their individual contract) shall receive a proration of all benefits provided in this Article.
- 8.5.1 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 benefits 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.

8.5.2. The benefits provided by this Article shall not begin until the employee has properly completed the necessary forms required by the insurance company and otherwise been enrolled for coverage by the insurance company. There shall be no obligation to an employee for benefit coverage until the employee has been accepted for enrollment by the insurance carrier. It is the employee's duty to complete the necessary forms. Employees shall be notified of benefits by the employer at the time of employment. Unless otherwise notified, benefit coverage for employees shall continue through the end of the month in which termination of employment becomes effective. Upon termination of benefit coverage the employer will notify the employee of any conversion rights in accordance with the law.

8.6 Effective July 1, 2013 cash payment in lieu of health coverage will be rescinded from the Yale Central Office Personnel Association contract. However, it is mutually agreed upon to reinstate cash in lieu of health coverage should it be determined that the financial coverage of this benefit will not reduce the district's maximum hard cap that can be applied to those individuals taking health insurance.

If this benefit is reinstated, it will be reinstated for the same amount (\$1400.00) and terms of payments prior to July 1, 2013.

ARTICLE IX

MISCELLANEOUS

- A. 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, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
- B. 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.
- C. Merit Pay is a required component by statute for any teacher or administrator who has an impactful result on academic and curricular performance. Merit Pay is also a prohibited subject of bargaining.

Merit Pay for the Office of Superintendent will be paid:

- \$ 750.00 Effective Rating is Earned
or
- \$1500.00 Highly Effective Rating is Earned

DURATION

All articles of this Agreement shall be effective upon ratification by the parties, and shall remain in effect through June 30, 2022. Either party may terminate this Agreement as of June 30, 2019 by giving written notice to the other party on or before April 1, 2022. 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

ASSOCIATION

BY: _____
President,
Board of Education

President,
of the Association

Date: _____

Date: _____

AND: _____
Superintendent

Date: _____

NON-CERTIFIED NON-TENURE
INDIVIDUAL EMPLOYMENT CONTRACT
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 "Employee".

1. The School District agrees to employ for a term of one (1) year from July 1, ____, to and including June 30, ____, at which time this Contract shall terminate. The Employee agrees to work for the School District as _____ a non-tenure position, for said term. Certified Employees so entitled by law shall receive notice at least ninety (90) days prior to the termination of this agreement that this Contract shall not be renewed, or if such notice is not given 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. It is mutually agreed that this Contract does not confer tenure upon the Employee in the above-described position or any other position in the School District. Likewise, it is mutually agreed that the Employee is subject to assignment and transfer to any other position or change in description at the discretion of the School District.

3. The Employee shall be employed to work for a period of ____ weeks each fiscal year. Should the Employee commence the performance of duties at other than the commencement of a contract year, the Employee shall receive a pro-ration of both salary and all other benefits.

4. The Employee 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.

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

6. The School District agrees to pay the Employee a salary based on the index of ____ of the MA+30 salary schedule of the Yale Education Agreement. 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 _____. Subsequent salary changes to be made effective with the Employee's first work day in the period following July 1, of any further years covered under the terms of this Contract.

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

Employee

Superintendent
Yale Public Schools