

# MASTER AGREEMENT

Between  
The Board of Education of the  
Taylor School District  
and  
Taylor Principals Association  
Local 60  
American Federation of School Administrators  
AFL-CIO

February 7, 2013 – June 30, 2016

## OFFICIAL COPY

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**ARTICLE I**  
**BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES**

- A. The Board of Education shall retain all rights and power to manage the District, and to direct its employees except as limited by this agreement. The Union recognizes these Board rights as conferred by the laws and the Constitution of the State of Michigan and inherent in the Board's responsibility to manage the Public School System, including, but not expressly limited to, the right:
1. To the executive management and administrative control of the School System and its properties and facilities, and the school activities of its employees during the employee working hours;
  2. To hire all employees and, subject to the provisions of law and this agreement, to determine their qualifications and conditions of their continued employment, or their dismissal or demotion due to reasons not arbitrary and capricious in nature, to promote and subject to the duty to bargain to transfer all such employees, to assign work, schedule hours of work, direct the working force, to determine the manner and method of operation, and to lay off and recall employees;
  3. To establish levels and courses of instruction; to establish special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board;
  4. To determine class schedules and programs, to determine hours of instruction, and the duties, responsibilities and assignments of employees.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by this agreement.

**ARTICLE II**  
**RECOGNITION**

- A. The Board of Education of the Taylor School District, Taylor, Michigan (herein called the Board) hereby recognizes the Taylor Principals' Association (herein called the Union) as the exclusive bargaining representative as defined in the Public Employment Relations Act, MCL 423.201 ET SEQ.
- B. The certified bargaining unit is composed of the principals and assistant principals employed by the board. A principal of a school is defined as that person who is responsible for the management, supervision, or direction of the school's total program. It is understood that any member of the bargaining unit placed on temporary assignment outside the bargaining unit shall remain subject to this agreement.
- C. The Board agrees to negotiate only with the Taylor Principals Association as the sole representative of the principals and assistant principals.
- D. It is agreed that the 6<sup>th</sup> Grade Academy shall be considered neither an elementary nor a secondary school. Rather, it shall be considered to be uniquely figured school with a Counselor and Assistant Principal.

### **ARTICLE III** **UNION SECURITY**

The Taylor Board of Education and the Taylor Principals Association agree to the Union security clause and annual payroll withholding authorization. The union security clause will be ratified separately from the collective bargaining agreement by the Board of Education and the Taylor Principals Association.

The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as exhibit one to such person. The employee will have 14 calendar days to decide whether to become a Union member or pay a service fee.
2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer"). The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction is attached as exhibit two. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues or service fees deducted from each paycheck, quarterly or annually. Quarterly or annual deductions will be taken in advance (in the case of annual deductions) from the first full paycheck of the school year or (in the case of quarterly deductions) from the first paycheck of each quarter.
  - a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to educational continuity than discharge.
  - b. Notwithstanding the same, in the event that section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appear has expired), then the parties shall utilize the process which follows:
    - i. The Union will notify the employer of the name of any person(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.
    - ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure to either join the Union or to pay or arrange payment of a service fee.

- iii. The individual employee shall have 14 days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.
  - iv. The Union will notify the Employer of the name(s) of any individual employee who has failed either to join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.
  - v. Not later than 7 days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.
  - vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they neither join the Union or to pay or arrange for payment of a service fee.
3. A union member or service fee payer may pay either dues or service fees directly to the Union in such a manner, in on such a schedule, as the Union may approve.
  4. The Union will determine the amount the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the union has determined to be chargeable to service fee payers.
  5. This agreement may be enforced via the grievance procedure, or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
  6. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked 14 days after the conclusion or termination of the process for resolution of an Objection.
  7. The Union will provide the Employer with a copy of its Process for Resolution of Objections, and any changes to the Process.
  8. The Union shall defend, (including the negotiation of any voluntary settlement) indemnify and hold harmless the TAYLOR SCHOOL DISTRICT, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the TAYLOR SCHOOL DISTRICT shall cooperate in the defense or resolution of the claim.

#### Duration

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until July 1, 2023 and binds the parties and their successors.
2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working conditions. That agreement, and its successors, shall be in effect according to its terms.
3. It is the mutual objective of the parties to recognize this agreement throughout the entire of the stated duration. In the event that a court of proper jurisdiction, from

which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.

4. This agreement supercedes ARTICLE III of the parties' collective bargaining agreement DATED July 1, 2007-June 30, 2010 while this agreement remains in effect. ARTICLE III shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded.

#### **ARTICLE IV** **UNION AND ADMINISTRATOR RIGHTS**

- A. Members of this bargaining unit shall be entitled to full rights of citizenship, and no religious or political activities of any administrator or the lack hereof shall be ground for any discrimination or censure with regard to the professional employment of said administrator. The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary or discriminatory and without regard to race, religion, color, national origin, age, sex, weight, or marital status or sexual orientation.
- B. In order to attain ultimate efficiency in the operation of the District's schools and to provide the best possible education program to the pupils served thereby, it is essential to have each school building, as presently designated, staffed by a full-time principal. This provision shall not apply to the Taylor Career Center.
- C. Preschool Principal - The position would be a four day a week job and the person who holds it would also work four days before teachers start and four days after they finish. The salary schedule would reflect 80% of the elementary principal's steps, as well as 80% of any extra degree stipends on the TPA salary schedule. If the member holding this position desires full insurance benefits, all benefits paid by the district will be pro-rated based on the FTE status (Example: 1.0 FTE = 100% of capped benefits; .80 FTE = 80% of capped benefits). Any other fringes or benefits would use the 80% rate to be calculated, i.e. sick days, personal business days and the like. A complete job description will be written with input from the Taylor Principals Association. This person would not have bumping rights into any other Taylor Principals Association position. The parties agree to meet in the event that the current preschool configuration changes due to state funding, program design or administrator responsibilities.
- D. Minimum staffing of school buildings will be maintained as follows:
  1. Elementary
    - a. 1 to 700: One Principal
    - b. 701 Plus: One Principal, One Assistant Principal
  2. Middle School
    - a. 1 to 400: One Principal
    - b. 401 to 1100: One Principal, One Assistant Principal
    - c. 1101 to 1500: One Principal, Two Assistant Principals
    - d. 1501 Plus: One Principal, Three Assistant Principals

3. Senior High

- a. 1 to 400: One Principal
- b. 401 to 900: One Principal, One Assistant Principal
- c. 901 to 1500: One Principal, Two Assistant Principals
- d. 1501 Plus: One Principal, Three Assistant Principals

E. Enrollment shall be based upon the student WCZ count from the previous February.

F. In the event of half day sessions or abbreviated sessions which result in more than one "shift" of students, an additional assistant principal shall be assigned.

G. Personnel files

- 1. No material derogatory to a unit member's conduct, service, character, and/or personality shall be placed in said employee's personnel file unless the employee is given the opportunity to first read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that the material has been read, and does not necessarily indicate agreement with the contents. No false or intentionally misleading material will be placed in an administrator's personnel file.
- 2. The administrator, upon request, shall be permitted to have a true copy of the contents of his/her personnel file at employee's expense.
- 3. The administrator shall have the right to answer any material filed, and the answer shall be attached to the file copy.
- 4. An administrator will be notified if a request has been made to review or copy portions of the employee's personnel file pursuant to the Freedom of Information Act.

H. Any administrator being called in for formal reprimand shall be so notified of this intent and has the right to appear with an Association representative in attendance.

I. No member of the bargaining unit shall be discriminated against due to their responsibilities as an officer or member of this Association.

J. In order to encourage the harmonious and expeditious resolutions of complaints at the building level, it is agreed that no decision will be made to overrule a principal before he/she is notified of the complaint and is given the opportunity to clarify the circumstances leading to the complaint.

K. Complaints to the Board Office regarding a building problem shall be directed to the building principal if prior contact has not been made. In the event contact has been made, the Board Office shall keep the principal informed as to the disposition of the complaint.



**ARTICLE V**  
**WORKING CONDITIONS**

A. Personnel

1. A principal will not be required to substitute in a classroom, except, when in the Building Administrator's judgment, the health, safety, and welfare of the students demands it.
2. When health and safety conditions of the building cannot be maintained under the existing custodial staff, the principal, with approval of the personnel department, shall authorize custodial overtime.
3. The building principal shall assign certified and non-certified personnel in a manner to maximize the safe and efficient operation of the building. It is understood that the building principal will exercise this right taking care not to violate any other collective bargaining agreements in force.
4. It will be the responsibility of the Board to provide supervision and security for students, building and grounds during all hours of use as deemed necessary by the principal and his/her immediate supervisor.
5. A substitute secretary will be assigned to any administration office when the regularly assigned secretary is absent commencing with the first day of absence in buildings with only one secretary, and in buildings with more than one secretary daily, when deemed necessary by the principal when secretaries are available. A substitute secretary pool will be maintained at a reasonable number of substitutes in an effort to cover all secretarial absences on any given day.
6. So that mainstreaming can be accomplished successfully in the secondary schools (Grades 7-12); staffing allotment will be based on total school enrollment. Whenever possible, special education classes will be distributed equally among the existing buildings.
7. Principals will be responsible to supervise the completion of all clerical duties. Principals shall have such other duties as are assigned by the Board of Education and/or its designee.

B. Physical Facilities

1. The Board recognizes the need for modern communications facilities in today's school plant. The Board, therefore, agrees to establish and maintain adequate communication facilities in the building as approved by the Superintendent. The school plant includes temporary and annex structures.
2. The Board agrees to furnish each employee an office suitable for effective business procedures. The office furnishings shall include air conditioning, drapes, book cases, and file cases, and required reference material.

3. Every effort shall be made to provide each school as approved by the Superintendent appropriate office equipment.

C. Personal Property Losses

The Board of Education will reimburse T.P.A. members up to \$250 per incident for loss or damage or destruction, while on duty, of personal property of a kind normally worn or brought to school, when the T.P.A. member has not been negligent, to the extent that such a loss is not recovered by insurance, it being the specific intent of this provision that the employee shall submit the claim to his/her insurance company first for payment. The term "personal property" shall not include cash. The terms "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.

D. Communications

1. Bargaining unit members shall be the first to receive communication dealing with the management of the school.
2. Each principal should receive an initial building allotment for the following school year by April 1st. Thereafter, the annual building budget and monthly printouts of such budget shall be distributed to the respective Building Administrator beginning in September.
3. Copies of School Board Agenda shall be available upon request to the Association President and all building principals.
4. T.P.A. will have membership on an "Administrative Team" which will meet regularly to discuss and resolve district problems.

E. Lunch Duty

All principals shall have a duty free lunch period.

F. Extra Days

In the event the State Department of Education requires that time lost due to emergency situations be made up, additional compensation shall not be made. However, if principals are required to work beyond their contract days they will be compensated at their per diem rate.

**ARTICLE VI**  
**EMPLOYMENT SECURITY**

- A. Employees in this bargaining unit shall not achieve administrative tenure as a consequence of their employment in this unit.

B. Employees in this bargaining unit shall be employed under a personal service contract. The terms of that contract are annexed to this agreement. All contracts shall expire on June 30th.

C. Initial Term

1. A person newly hired in the bargaining unit shall be employed under a contract of one school year duration. This is known as a probationary contract. This contract is subject to non-renewal pursuant to MCL 380.1229. If the contract is not non-renewed, it shall be extended for one school year. This second year contract is subject to non-renewal pursuant to MCL 380.1229. A final one year contract is granted to the probationer at the start of their third year. The district must decide at the end of that year whether the person is to continue in the district following MCL 380.229. If they do continue they begin having a two year seniority contract in their fourth year as an administrator.
2. A person hired after January 1 shall serve an initial term for the duration of that school year plus three (3) additional full school years. Such persons are subject to non-renewal pursuant to MCR 380.1229.

D. Seniority Defined

1. Classification seniority is defined as an Administrator's years of service to the School District in a particular classification included within the bargaining unit. The classifications are set forth in the Salary Schedule of this Agreement.
2. Administrative seniority is defined as an Administrator's total years of service to the School District as an Administrator in the classification(s) included within the bargaining unit from his/her last date of hire as an Administrator.
3. District seniority is defined as an Administrator's total years of service to the School District from his/her first day of hire within the School District.
4. In the event more than one administrator has the same classification and administrative seniority date, then District seniority shall determine the proper placement on the appropriate seniority list. In the event more than one administrator has the same classification and administrative seniority date, and the same District seniority, then the number of graduate hours in educational leadership shall determine the proper placement on the appropriate seniority list.
5. Within two (2) weeks of the effective date of this Agreement and on or before September 15th of each school year thereafter, the School District shall provide to the Association President a classification and District-wide seniority list. The list shall be final and conclusive as to the seniority date of any listed Administrator unless that Administrator objects in writing to his/her seniority date within two (2) weeks thereafter.

E. Seniority Contract

After the first three (3) full years of employment in a position within the bargaining unit, the Administrator shall be given a two (2) year seniority contract of employment and shall be considered a seniority employee. Further, the Notification Provision in Paragraph 2 below shall be given at least sixty (60) days prior to the completion of the second year and thereafter said employees will be on a rolling two-year individual contract.

1. During the term of an Administrator's two (2) year employment contract, the contract of employment shall not be terminated, and the Administrator returned to the teacher's bargaining unit, except for a reason which is not arbitrary or capricious. Said action of contract termination and reassignment shall be subject to the grievance procedure and arbitration of this agreement.
2. An Administrator having a two (2) year individual seniority contract of employment will be notified by the Superintendent of Schools at least sixty (60) calendar days prior to the completion of the first year of his/her current two (2) year contract if his/her individual contract of employment will not be extended for an additional one (1) year. In the absence of a negative evaluation being filed with the Personnel Office by June 1st of each contract year, the Administrator's individual contract of employment will be automatically extended one (1) year and accordingly, a new two (2) year individual contract will be issued when the second year in the previous contract becomes the first year in the succeeding contract.
3. In the event a negative evaluation results in the Superintendent of Schools notifying the Administrator that his/her individual contract will not be extended, then the Superintendent of Schools, or his/her designee, shall offer reasonable assistance to the Administrator in correcting any alleged inadequacies.

F. Non-Renewal of Administrator's Contract

The School District shall have no obligation to renew any Administrator's contract nor shall the School District be obligated to employ an Administrator in any administrative position at the expiration of said individual contract and such action of non-renewal shall not be the basis of a grievance nor shall such action constitute discipline, discharge or a demotion or constitute a breach of any provision of this Agreement or the individual contract of employment provided, however, the Board's decision of non-renewal shall be preceded by the following:

1. The Superintendent shall notify the Board of Education that non-renewal of contract is being recommended.
2. The Board of Education shall review and act upon the recommendation of the Superintendent.
3. The Board shall notify the Administrator of its decision that it is considering non-renewal and provide the Administrator with a written statement of the reasons for

such contemplated action at least ninety (90) calendar days prior to the expiration of the Administrator's contract.

4. In cases of contemplated non-renewal, the Administrator shall have the right to a meeting before the Board of Education in open or executive session upon his/her written request being made to the Superintendent of Schools within ten (10) calendar days after receiving notice of the Board's contemplated action. Such meeting shall take place within thirty (30) calendar days of notice to the Administrator by the Board of Education of its original contemplated action.
5. If a meeting is timely requested, the Board of Education shall establish a reasonable time and place for the meeting.
  - a. The right to counsel by the Administrator and the Board of Education is affirmed.
  - b. After termination of the meeting, the Board of Education, through the Superintendent, shall notify the Administrator in writing of its decision at least sixty (60) days prior to the contract termination.
6. As provided in MSA 15.4132(3), a notification of non-renewal of contract of a person may be given only for a reason that is not arbitrary or capricious.
7. 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 Administrator's contract for an additional one (1) year period.
8. This Section F above shall not be considered a waiver of any non-contractual legal rights the Administrator may have, but an alleged violation of those rights shall not be subject to the Grievance Procedure or Arbitration.

**ARTICLE VII**  
**ASSIGNMENTS, TRANSFERS, REDUCTION IN STAFF**

A. Assignments and Transfers

1. The assignment and/or transfer of an Administrator to another administrative position in the bargaining unit shall be at the discretion of the Superintendent of Schools and shall not be the basis of a grievance, nor shall such action be considered a breach of this Agreement or a breach of the individual contract of employment.
2. When placed in a lower position due to reduction in staff, total administrative seniority in the TPA unit will be granted at the new level for salary purposes only.
3. A transfer is the movement from one Administrator position to another Administrator position within the bargaining unit.
4. A transfer accomplished under this article is not a demotion.

5. A temporary Administrative appointment may be made by the Superintendent to fill an administrative vacancy in the TPA for one school year. However, a temporary administrative assignment for another than a permanent vacancy will be for one calendar year unless there is a mutually agreed-upon extension.

## B. Involuntary Transfers

1. The involuntary transfer of an Administrator during the term of his/her individual contract of employment shall be preceded by:
  - a. At least thirty (30) calendar days written notice will be given on transfer, unless other time limits are mutually agreed upon.
  - b. A meeting with the Superintendent or his/her designee, the transferee, and the outgoing Administrator will be held to discuss position responsibilities.
  - c. If requested by the transferred Administrator, or by the Union, the Superintendent or his/her designee will provide written communication setting forth the rationale for the transfer.
2. If the Administrator (a) does not consent to his/her transfer; and (b) the Administrator is not in a period of probation; and (c) the transfer is during the term of a two (2) year employment contract; and (d) the Administrator holds the position for more than twenty-eight (28) calendar days; then the salary of the transferred Administrator to another administrative position shall either be at the same rate as his/her present assignment or the rate of his/her new assignment, whichever is higher, for the balance of the term of his/her individual contract of employment. Following expiration of the original contract of employment, the Administrator shall be paid the salary applicable to the position to which he/she was transferred.
3. An involuntary transfer may not be made for reasons that are arbitrary or capricious.

## C. Voluntary Transfers

1. Any administrator shall be given an opportunity to seek a transfer to another administrator position within the bargaining unit.
2. Any administrator may file, with the Superintendent, a general letter of request for transfer to be considered should a position become vacant.
3. An Administrator may apply for a transfer to a vacancy in another building in his/her same classification and consideration shall be given to the following factors:
  - a. Length of service in the District in the job classification.

- b. Previous transfers.
- c. Welfare of the TPA member and School District.
- d. Qualification and competency required for the adjustment.
- e. Needs of the District.

The Superintendent's decision, after considering the above factors, shall be final and shall not be the basis of a grievance.

- 4. An Administrator may apply for a transfer to a vacancy in a classification he/she does not currently hold, and consideration shall be given to the following factors:
  - a. Seniority in the bargaining unit.
  - b. Length of service in the School District.
  - c. Academic credentials, experience and personal qualifications.

The Superintendent's decision, after considering the above factors, shall be final and shall not be the basis of a grievance.

- 5. If an Administrator shall advance within the bargaining unit, he/she shall lose no more than one step from his/her previous step.

D. Administrative Selection

- 1. The Board of Education shall determine the need for an Administrator position and the qualifications therefore.
- 2. Unless waived by mutual agreement of the Union and the employer, interviews will be conducted with all TPA bargaining unit applicants who meet the posted requirements for a vacant position. The interview committee will include a representative of the Union, to be chosen by the Employer, who is not an applicant for the position.

E. Layoff and Recall

- 1. The Board of Education shall notify the union in the event that it is necessary to reduce the number of persons employed in the bargaining unit. The notice shall be provided as soon as possible following the decision to reduce force. The notice shall include the number of administrators to be reduced and, to the extent possible, the job(s) being eliminated.
- 2. An administrator whose position is being eliminated will be allowed to replace the lowest seniority member in the same classification (classification means principal or assistant principal). If there is no one lower in seniority in that classification, the administrator may then replace a lower seniority member in

a lower classification within the same division, i.e. a principal replacing an assistant principal (division in the previous sentence means elementary or secondary school).

In the event of additional school closings or pilot programs being implemented, the two parties will meet to decide on appropriate division placement. In order to replace a person in a higher classification the person must have held a position in that classification previously in Taylor Schools and the administrator must be in good standing (not on an Individual Development Plan).

Since the 6<sup>th</sup> Grade Academy is considered a uniquely figured school, in the event of a building closure, the two parties will meet to decide on appropriate division placement and the effected individual will be allowed to replace the lowest seniority member in that agreed upon division providing the individual has the proper certifications.

3. "Seniority in the bargaining unit" refers to the duration of time that the person has held a position contained in this bargaining unit.
4. The Board of Education shall provide at least 30 days notice of layoff or pay in lieu thereof.
5. Any person who is laid off shall have the right to be recalled to a position that is restored or is vacant provided that the position becomes available within three years of the effective date of their layoff. If the administrator is recalled mid-year and is under an administrative contract in another district they are not obligated to break their contract. The district will fill the position on a temporary basis for the rest of the year and recall the person at the beginning of the new school year. If the person turns down the recall at that point they forfeit their recall rights. The most senior person will be recalled first in the event that more than one person remains on layoff and a position becomes available.
6. The layoff and recall provisions in this collective bargaining agreement are subject to all applicable laws.

#### **ARTICLE VIII** **EVALUATION**

The Superintendent has full authority to evaluate all employees. Because of the sensitive nature of this activity, the following guidelines will be followed:

- A. The T.P.A. President and the Superintendent and/or designee, will meet on a yearly basis to review and/or revise the evaluation instrument.
- B. The instrument is to be signed by the evaluator and the person being evaluated. That person's signature will not necessarily indicate agreement with the contents.
- C. The employee reserves the right to refute or rebut the evaluation or any part of the evaluation in writing. It will be attached to the evaluation in question.



- D. The employee may, at his/her option, request a meeting with his/her evaluator and the Superintendent and attempt to resolve that part of the evaluation with which he or she is not in agreement. The employee, at his/her option, may have a representative at the meeting.
- E. In the event a bargaining unit member is given a negative evaluation, the President of the Union will be so notified in a sealed envelope marked personal business and confidential.
- F. The evaluation provisions in this collective bargaining agreement are subject to all applicable laws.

### **ARTICLE IX LEGAL ASSISTANCE**

- A. An employee who is made a defendant in a criminal or civil proceeding because of Administrative actions taken by him/her which arises out of and during the course of his/her employment, will be provided legal counsel and all necessary assistance in his/her defense.
- B. In any case of assault upon an employee, it shall be promptly reported to the Superintendent or his/her designated representative. The Board will provide legal counsel upon request of the employee to advise the employee of his/her rights and shall render assistance in connection with the handling of the incident by law enforcement and judicial authorities.
- C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee.

### **ARTICLE X INSURANCE**

- A. Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental. Such health insurance coverage will remain the same for the remainder of contract.
- B. With regard to all insurance benefits provided by this agreement, the employer shall retain the right to bid all such coverage's and change carriers, so long as the coverage's provided remain substantially similar.
- C. Prescription Coverage – Co-pays will be based on plans offered
- D. The TPA agrees to accept the flexible spending proposal. The TSD agrees to provide district employees with a FSA to provide for pre-tax funding of certain eligible benefits as defined by law. The TSD retains the right to select and change the administrator for the FSA, so long as the benefits to the employees remain substantially similar.

E. No bargaining unit will have healthcare insurance offered to them that is considered superior to what is offered the TPA.

F. The Board agrees to furnish to all employees the following insurance protection:

1. Liability Insurance

The Board shall maintain, for the protection of each employee, comprehensive public liability insurance in the amount not less than \$5,000,000 for each occurrence. Such policies shall name each individual employee as co-assured. Coverage shall be sufficiently broad to protect employees in both curricular and extracurricular activities. The Association shall be given a copy of such insurance policy within thirty (30) days from execution of this Agreement. Coverage will be determined by the terms of the insurance policy.

2. Group Life Insurance

- a. The Board will provide, without cost to the employee, double indemnity group life and dismemberment insurance in an amount equal to three times the maximum principal's base salary as of July 1 each year as shown on the salary schedule. In computing the amount of insurance, figures will be rounded off at the next nearest thousand.
- b. Members who must pay taxes on any amount over fifty thousand dollars (\$50,000) may elect to have those taxes withheld on a monthly basis.
- c. Members may elect to have their coverage limited to fifty thousand dollars (\$50,000).
- d. The Board of Education reserves the right to change insurance carriers and third party administrators for group life insurance provided in this agreement pursuant to the competitive bidding procedure utilized in the School district so long as the benefits remain substantially similar to those currently in effect.
- e. A member of the bargaining unit who retires prior to age sixty-five may at his/her option be insured for up to 50% of the amount of his/her policy at the time of retirement. When said member reaches age 65, he/she may be insured up to 33% of the amount of his/her policy at the time of retirement. When said member reaches 70, he/she may be insured up to 16% of the amount of his/her policy at the time of retirement. Payment shall be made by the retiree at the blended group rate of all employees. Members entering the bargaining unit on or after June 1, 1994, shall not enjoy this benefit.

3. Dental Insurance

TPA members will have the same dental coverage as all TSD employees, including a \$1,500 cap on orthodontic coverage for dependents under age 19.

4. The district will provide an employee assistance program to employees covered by the bargaining unit.

G. Retirees

Employees and retirees shall receive descriptions of coverage of all insurance policies which apply.

H. Long Term Disability (LTD)

Bargaining unit members are eligible for Long Term Disability coverage. There will be a 180 calendar day waiting period. Benefits may terminate or be offset when employee becomes eligible for social security.

- I. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits contained in the contract between the employer and the carrier. The employer will have the right to select the carrier and/or benefit manager; to change carriers or benefit managers; to change policies or plans, or to become self-insured; provided that comparable benefits are provided.

- J. As of the date of ratification of this contract (02-01-13) the month of January will be recognized as the beginning of the Medical Benefit Plan year and should any court ruling determine differently retroactive to a date prior to the ratification of this contract, any monies withheld from January 2012 to the date of ratification of contract will not be refunded.

**ARTICLE XI**  
**BUDGET COMMITTEE**

Employees will submit a proposed initial building budget for the following school year for all non-personnel related expenditures. Additional input related to this budget shall be submitted at the same time. Employees will be selected to serve on a district budget committee to provide input relative to the instructional supplies and capital outlay portions of the school district budget.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as an alleged violation in application or interpretation of this agreement.
1. The term days, where used in this section, shall mean working days.

2. A grievance shall be filed within thirty (30) working days of the union's executive board's knowledge. Written notification to the executive board cannot exceed 180 days of the alleged violation.
3. Time limits established at the various steps in the grievance procedure may be extended by mutual consent.
4. If mutually scheduled conferences or hearings, under this grievance procedure, are conducted during working hours, the grievant and Association representative shall be permitted to attend such hearings or conferences without loss of pay.
5. Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such a conference shall be restricted to those persons requested by the parties to participate in the resolution of the grievance.
6. Failure at any step of the grievance procedure to communicate the District decision within the specified time limits shall permit the Association to appeal the grievance to the next step of the grievance procedure within the time limit allocated for appeal.
7. A grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against an employee participant in the grievance procedure for reason of such participation.
8. No grievance concerning wages or any other economic benefits will be considered for more than one hundred eighty (180) calendar days prior to the written grievance being submitted to the District. No claim against the employee concerning wages or other economic benefits will be considered for more than one hundred eighty (180) calendar days of notification to the employee of the benefits gained by the employee.

Members of the bargaining unit shall have thirty (30) calendar days after receipt of their individual salary worksheet to raise objections regarding accuracy of annual compensation for the applicable school year and seek relief.

B. Procedure

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievance raised.

1. Step One: The employee having a grievance, may discuss the matter with his/her appropriate assistant superintendent, either individually or with his/her representative, with the object of resolving it informally.
2. Step Two: In the event the grievance or problem is not satisfactorily resolved at Step One, the grievance shall be reduced to writing and presented to, the Executive Director of Human Resources within ten (10) working days after the completion of the discussion outlined in Step One. The Executive Director of

Human Resources shall give his/her answer in writing, within ten (10) working days following receipt of the grievance.

3. Step Three: In the event the grievant is not satisfied with the disposition of the grievance at Step Two, the union may appeal the decision at the previous step to the Superintendent of Schools or his/her designee. Such appeal shall be in writing and shall be presented within ten (10) working days of the grievant's receipt of the Step Two decision. Within ten (10) working days after receipt of the written grievance the Superintendent shall give his/her answer in writing to the grievant and Association grievance chairperson.
4. Step Four: The Association may submit any unresolved grievance to final and binding arbitration before an Arbitrator is selected and employed pursuant to the then prevailing Labor Arbitration Rules of the American Arbitration Association. To be timely, a Demand for Arbitration must be served upon the Superintendent of Schools and filed with the Michigan Regional Office of the American Arbitration Association no later than twenty (20) working days following the Union's receipt of a decision by the Superintendent at Step Three. Each party shall bear its own costs of arbitration. The fees of the Arbitrator and the American Arbitration Association will be divided equally among the parties.

### **ARTICLE XIII LEAVES OF ABSENCE**

#### **A. Sabbatical Leaves**

1. In order to promote the professional growth of Taylor Administrators, the following sabbatical leave policy is hereby established:
  - a. Employees who have been employed by Taylor School District for a seven (7) year period may be granted a sabbatical leave for up to one (1) year. During the sabbatical leave, the employee shall be considered to be in the employment of the Taylor School District and shall be paid (50%) fifty percent of his/her scheduled salary. Seniority will accrue during the leave.
  - b. If requested, in any school year no more than two (2) employees may be granted a sabbatical leave at one time. Additional leaves may be granted under unusual circumstances where an opportunity of mutual benefit to the individual employee and the Taylor School District would not be available if such leave were delayed to the following year.
2. Sabbatical leaves may be granted for the following reasons:
  - a. For the formal study at an accredited college or university
  - b. An approved program that directly enhances the individuals teaching or administrative competence.

3. Application for a sabbatical leave shall be filed with the Superintendent by March 1st for the following school year. Applicants shall include with their application an outline plan of their program for the period of time requested. After consideration of all sabbatical applications, the Superintendent shall present each request to the Board of Education with his/her written recommendation of acceptance or rejection. The employee involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board of Education.
4. During the sabbatical leave, the employee will receive one-half of their salary and benefits for that particular school year. The salary will be paid in either ten equal installments starting on September 1st or in one lump sum on September 1st, if there is sufficient reason for a lump sum payment.
5. During the sabbatical leave the employee shall not be allowed to hold any full-time position. However, this shall not prevent the employee from receiving any fellowships, scholarships, grants-in-aid, or other scholastic stipends.
6. An interim report shall be filed at the midpoint of the sabbatical leave. This written report shall contain sufficient information which will enable the Superintendent to determine that the leave is being utilized in the approved manner.
7. The recipient of a sabbatical leave must sign an agreement to return to service with the Taylor School District immediately upon termination of the sabbatical leave and continue in service for a period of two (2) years or to refund all or part of any compensation received during the sabbatical leave according to the following schedule:

<u>YEARS OF SERVICE FOLLOWING LEAVE</u>	<u>REFUND</u>
0.0	100%
0.5	75%
1.0	50%
1.5	25%
2.0	0%

8. To protect the Board against loss by reason of death or disability of the employee, a life insurance policy in the amount of the one-half pay shall be purchased by the employee. To protect the Board against the employee's failure to return to his/her position, the employee shall execute a non interest bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods.
  - a. The face of the note shall diminish by an amount equal to twenty-five percent of the original face for each one-half year of service rendered.
  - b. The note shall, upon failure of the employee to return to the system be payable in twenty installments, beginning with October 1 of the year the

employee should have returned and continuing for the next twenty-two months, excluding the intervening July and August. During such payments there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be five (5) percent on the unpaid balance, effective January 1 of the year the sabbatical was actually used. The employee shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1 of the school year he/she would have assumed his/her normal employee station.

c. Failure to return the second year would require that the employee make the last ten payments in the same manner as the second plan able with the same effective interest rate.

9. Upon return from a sabbatical leave, the employee shall be restored to his/her position or a mutually agreed upon position, or a similar administrative position that his/her seniority would allow as determined by the Superintendent.

B. Public Office Leave

A member of the bargaining unit shall be granted a leave of absence without pay or an increase in their level of seniority to serve in a public office in which he/she is elected or appointed at any level of government.

C. National Security

An employee called to duty by declaration of a national or state emergency during the school year for National Guard Reserve, shall be granted special leave up to thirty (30) days for this purpose and shall receive the contractual pay and benefits. Such special leave shall not be deducted from either sick days or personal business days. It is understood, however, that in the case of National Guard Summer Camp, the employee will endeavor to arrange his/her summer duty at a time that will not conflict with his/her work.

D. Jury Duty

An employee called for jury duty or as a non litigant in a civil case during the school year shall notify the office of Executive Director of Human Resources immediately upon receipt of such call. If requested by the affected employee, the Executive Director of Human Resources shall request the employee be excused from jury duty. In the event such a request is denied, then the employee shall be granted special leave for this purpose. Such special leave shall not be deducted from either sick days or personal business days. All benefits covered by the contract shall continue in full force during this period.

E. Military Leave

1. All school employees drafted or recalled for military service will be granted a military leave of absence.

2. Employees affected by this leave may return to the system within six months after their release from military service. They shall be eligible for placement in the same salary bracket which they would have attained during their leave, without loss of seniority.

F. General Leave

Employees may be granted a leave without pay upon request for one calendar year. Such leave shall not be granted more often than once every five years. Employees who use this leave to work another job or to establish a business shall not accrue seniority for that year. No more than five percent of the unit membership will be granted a general leave each year. Applications for general leaves must be made by May 15 of the current year for the following school year except for personal hardship. A request for a general leave will not be unreasonably refused.

G. Personal Business Days

Five days leave for personal business to be deducted from sick leave shall be granted, without question, to each member yearly. Personal leave days shall be non accumulative. An additional five (5) days for personal business may be granted by the Superintendent upon request when circumstances clearly indicate the need for such additional leave.

H. Professional Business Days

Reasonable time may be granted to individual employees who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such services to cover expenses and additional time required. No salary deductions will be made by the Board in such instances.

I. Bereavement Leave

Five days leave shall be granted for death in the immediate family. Immediate family shall include spouse and children, mother, father, brothers, sisters, in-laws, step relatives, legal guardians, wards of the court, foster parents, grandparents, grandchildren and other dependents as defined by the IRS for tax purposes.

Bereavement leave shall not be deducted from either sick or personal business days.

J. Sick Leave

1. All employees in this bargaining unit shall be granted annual sick leave days as follows:

Senior High Principal	18.0
Career Titan Principal	18.0
Senior High Assistant	17.0
Middle School Principal	17.5
Middle School Assistant	16.5
6 <sup>th</sup> Grade Academy Principal	16.5
6 <sup>th</sup> Grade Academy Assistant	16.5
Elementary Principal	16.5
Elementary Assistant	16.0
Preschool Principal	13.5



2. Unused sick days shall accumulate with no limit.
3. Any employee on sick leave because of assault on him/her while performing administrative duties shall not be charged with sick days nor suffer any loss of pay.
4. The central sick leave bank is established. The Board of Education will credit the bank with one day per year for each person employed in the bargaining unit on October 1 of each year.
5. The sick leave bank days shall accumulate with no limit.
6. The accumulated days in the Central Sick Leave Bank shall not be used by the Union to expand benefits beyond the intent of this Article to address the emergency needs associated with extended illness or injury.
7. An applicant for withdrawing days from the sick bank must have a statement from a physician attesting to the nature of the illness or injury. Sick bank days may be used immediately upon depletion of the employee's personal accumulation of sick days.
8. The Central Sick Leave Board
  - a. Central Sick Leave Board shall be established by the T.P.A. to receive, screen, and recommend to the Superintendent eligible applications to the Central Sick Leave Bank. Applications recommended for a grant of days from the central bank are subject to final approval by the Superintendent.
  - b. Each application approved for a grant in days from the Central Sick Leave Bank shall be subject to review by the Central Sick Leave Board at the end of each 30 day period of absence. The Central Sick Leave Board shall provide the Superintendent of Schools with verifying evidence that the applicant continues to meet the eligibility qualifications for an additional grant of days from the Central Sick Leave Bank.
  - c. The maximum withdrawal by any one individual from the Central Sick Leave Bank shall not exceed 150 days for any one illness or injury or complication thereof.
9. For the 1999-2000 school year and thereafter, the following attendance incentive will be in effect:
  - a. Principals with perfect attendance during the entire school year will be \$750.00 (payable in the subsequent July).
  - b. Principals with one or less absences (but more than zero) during the school year will be paid \$600.00 (payable in the subsequent July).

- c. Principals with two or less absences (but more than one) will be paid \$500.00 (payable in the subsequent July).
- d. Less than a full day's absence shall be calculated as a full day for purposes of calculating payment.
- e. No attendance incentives will be offered for the 2012-2013, 2013-2014 and 2014-2015 school years.

10. All unused sick days will accumulate in the employee's sick bank.

K. Sick Leave Buy-Back

Effective July 1, 1998, members of the beginning unit who have been in the bargaining unit at least one school year on June 30<sup>th</sup> of each year shall have the option of selling back up to five (5) days of that year's annual unused sick leave. Said sick leave buy back shall be at the employee's daily rate in effect at the start of the school year. Application for the buy back must be submitted in writing on or before June 30<sup>th</sup> and shall be paid in the second pay period in July. Selling back days will not disqualify an employee for the Attendance Incentive Plan. No sick leave buy-back days will be offered for the 2012-2013, 2013-2014 and 2014-2015 school years.

L. Physical or Mental Leave

Leave for physical or mental illnesses: Extended leave shall be granted to personnel upon recommendation of the Superintendent and approval of the Board. Leave for mental reasons may be extended annually not to exceed two years; physical cases, not to exceed three years. Said persons, upon return, shall present to the Board of Education a statement of satisfactory health by a qualified examining physician designated by the Board. Requests for such leave must be in writing and results of said requests shall be in minutes of a School Board meeting. Accrual of seniority shall not exceed one year.

M. Benefits While On Leave

1. No salary or benefits will continue while on any of the above stated leaves except as specified.
2. Upon return from any of the above stated leaves, the employee shall be restored to his/her bargaining unit member classification or mutually agreed upon position or a similar administrative position as determined by the Superintendent.
3. Employees on types of leaves described herein, during which the Board does not pay the premiums on their insurance benefits, shall have the option of continuing the benefits by paying the applicable premiums themselves, provided this is done in a manner prescribed by the Board, and provided further that this provision is acceptable to the applicable insurance carrier(s).

**ARTICLE XIV**  
**EMOLUMENTS**

- A. Conferences, Conventions, and Professional Memberships
1. The association and the Board mutually agree that conventions and conferences are an important factor in the professional and educational growth of our members and the School District. The association and the Board will encourage attendance at these meetings.
  2. Unit members may attend one state or one national educational meeting, conference or convention annually at the discretion of the Superintendent and shall receive up to and including five (5) nondeductible work days away from school to attend each educational meeting, conference, or convention.
  3. Unit members may be reimbursed for all necessary expenses incurred which shall include:
    - a. Car mileage, train or air flight expense.
    - b. Lodging at rates commensurate with current rates of the meeting site.
    - c. Daily living expense commensurate with current food, transportation and petty expense costs of the meeting site.
    - d. Registration fees.
    - e. No conferences and/or conference related expenditures will be paid for and/or reimbursed from the General Fund for the 2012-2013, 2013-2014 and 2014-2015 school years.
  4. The Board agrees to pay the annual fees for membership in MASSP and NASSP for all employees in the secondary classification and in MEMSPA and NAESP for all employees in the elementary classification. Alternative organizations may be substituted as long as members do not exceed the cost of those listed herein. No membership dues will be paid for and/or reimbursed from the General Fund for the 2012-2013, 2013-2014 and 2014-2015 school year.
- B. The Board will pay all legitimate, accountable expenses incurred when doing business for the School District.
- C. An employee required to drive his/her automobile as part of his/her regular duties will be reimbursed not less than current adopted district rate. No mileage reimbursement will be given for the 2012-2013, 2013-2014 and 2014-2015 school years.

**ARTICLE XV - EXTENDED CONTRACT**

A bargaining unit member, who must perform work duties at the request of the Superintendent in excess of the length of their classification work year, shall be compensated at the individual's daily rate of their total yearly salary per each day worked.

## ARTICLE XVI - LENGTH OF CONTRACT

### Principal and Assistant Principal Work Year

Senior High Principal	208 Days (Report 3 weeks before students report & 3 weeks after the teachers leave)
Senior High Assistant Principal	198 Days (Report 2 weeks before students report & 2 weeks after the teachers leave)
Career/Titan Principal	203 Days (Report 3 weeks before students report & 2 weeks after the teachers leave)
Middle School Principal	203 Days (Report 3 weeks before students report & 2 weeks after the teachers leave)
Middle School Assistant Principal	193 Days (Report 2 weeks before students report & 1 week after the teachers leave)
6 <sup>th</sup> Grade Academy Principal	199 (Report 2 1/2 weeks before students report & 1½ weeks after the teachers leave)
6 <sup>th</sup> Grade Academy Asst. Principal	188 (Report 1 week before students report & 1 week after the teachers leave )
Elementary Principal	193 Days (Report 2 weeks before students report & 1 week after the teachers leave)
Elementary Assistant Principal	188 Days (Report 1 week before students report & 1 week after the teachers leave)
Preschool Principal	155 Days (Report 4 days before teachers report & stay 4 days after teacher leave)

**ARTICLE XVII-LONGEVITY**

Each administrator will receive a longevity payment added to their base salary. The amount of the longevity payment will be calculated with the following chart which shows a percentage of their salary at the appropriate step for that year. The numbers of years of service represents those working for Taylor School District, not just the years as a member of Taylor Principals' Association.

YEAR	AMOUNT
16	2.5%
17	3.0%
18	3.5%
19	4.0%
20	4.5%
21	5.0%
22	5.5%
23	6.0%
24	6.5%
25	7.0%
26	7.5%
27	8.0%
28	8.5%
29	9.0%
30	9.5%

**Clarification example:**

An administrator hired from within the district moves through steps 0-9, but they begin to receive longevity in this section upon their sixteenth year of service in the district. For example, if they worked ten years as a teacher they would begin their longevity in their sixth year as an administrator. Longevity may increase in the 2012-2013 school year depending on whether the longevity or step increase is greater for that year. Longevity for the 2013-2014 and 2014-2015 school years will be frozen. For the 2015-2016 school year, TPA members will return to the 2011-2012 - ten (10) year pay scale and will remain in the step or longevity they were at the end of the 2012-2013 school year.

**ARTICLE XVIII-SEVERANCE**

**Adjustment for Severance Payout and Cap Only** The individual's daily rate of pay will be increased by 8% to the 1988-89 rate, in addition, a permanent cap will be placed on the payout amount of the individual's daily rate as of July 1, 1990, or the individual's daily rate adjusted by 8%, whichever is greater. The rate of daily pay to be used in the computation of severance pay shall be: Contracted annual salary divided by number of contacted days=daily rate of pay.

1. Any certified person who retires under the Michigan Public School Retirement Fund is considered a legitimate retiree. Said retiree, after ten (10) years of continuous service in the Taylor School District, is eligible to receive severance pay of 100 percent (100%) of the accumulated sick leave days (as of 6-30-83).

2. In the event of death, payment of the full accumulation of personal sick bank allowance shall be made to the employee's surviving spouse or estate at the rate of 100% of the sick days accumulated as of 6-30-83 or up to 30 days, whichever is greater.
3. All members of the bargaining unit who have at least twenty (20) years with the district shall have the right to accumulate sixty (60) sick leave days for severance purposes, providing they are severing employment with the district for retirement under MPSERS.

The daily rate for severance purposes shall be the greater of:

- a. The member's frozen daily rate as of July 1, 1990 or
  - b. Their 1988-89 daily rate plus 8%, or
  - c. \$275.00
4. Members shall have the right, upon retirement, to transfer any number of their unused sick days to the TPA Central Sick Bank.
  5. All severance payments due to the TPA member will be paid in three (3) equal payments spread over three (3) years immediately following retirement and will be deposited into a 403B Board paid annuity plan by July 15<sup>th</sup> of each of the three years. If the accumulated sick days are below \$5,000.00 the annuity will be paid in full by July 15<sup>th</sup> immediately following the employee's retirement. If the accumulated sick days are above \$5,000.00 the distribution to the annuity will take place by July 15<sup>th</sup> immediately following the employee's retirement and by each July 15<sup>th</sup> for remaining two years. The Taylor School District will take reasonable steps to establish a 403B Board paid annuity account for those employees that do not have a 403B Board paid annuity account established at the time of retirement.

#### **ARTICLE XIX-ENROLLMENT FACTOR**

The enrollment factor based on pupil/principal ratio shall be as follows:

1. There will be a factor of 1/2% of Elementary Principal's base salary added to the Elementary Principal's salary for each 100 students in excess of 200 students supervised in the school, up to a limit of 500 students.
2. There will be a factor of 1 1/2% of Elementary Principal's base salary added to the Elementary Principal's salary for each 100 students in excess of 500 students supervised in the school.
3. The Board, Administration, and T.P.A. will make a concerted effort to equalize student numbers in all elementary schools so that the optimum size will be 300-500.

4. Enrollment factors shall not be compounded.
5. These counts shall be based upon the official fourth Friday count and revised as of the second February count.
6. Any unit of students of 50 or more will be counted as 100. If a building has two (2) principals, the enrollment pay will be shared 50/50 between them. In the case of schools housing special education programs, special education classrooms will be counted as 31 even though the actual number of students is lower.
7. Any building with an Assistant Principal will not receive an enrollment stipend.

### ARTICLE XX -COLLEGE CREDITS

Credits shall be accepted from any fully accredited college or university as shown by official transcripts. Undergraduate credits shall be reimbursed at the rate of \$30 per semester hour for credits taken after June 1, 2009.

Effective June 1, 2009, graduate credits earned after this date shall be reimbursed at the rate of \$35 per semester hour. Effective September, 1980, to qualify for reimbursement, credits must be directly related to the enhancement of the individual's administrative competence.

All credits and SB/CEUs and lane changes (Bachelor's to Master's, etc.) must be on file in the personnel office no later than November 1<sup>st</sup> to qualify for payment during the school year. The TSD requires official transcripts for lane and degree changes. However, if the degree is completed during the summer and the university or State delays the official documentation, the TSD will accept an official letter from the university or State verifying that the employee has fulfilled the requirements and received the degree or verification of the degree on the State of Michigan website. Degree stipends will remain in effect for the duration of the Agreement under conditions provided in current agreement. However, all credit hours and SB.CEU's on file with the Board of Education by February 15, 2013 will be added to the members pay. Credit hours and SB.CEU's turned in to the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.

Cost for certification or license required for continued employment shall be reimbursed by the district. No certificate or license reimbursement will be given for the 2012-2013, 2013-2014, 2014-2015 school years. Stipend for degrees beyond the masters shall be as follows:

MA + 30, Ed. Specialist, Double MA	*2.5%
Pre-Doctorate (ABD)	*5.0%
Doctorate	*8.7%

\*Of the senior high school principal base, no less than other certified personnel.

Effective July 1, 1989, SB-CEU'S will be reimbursed at the rate of \$10 per CEU. All credit hours and SB.CEU's on file with the Board of Education by February 15, 2013 will be added to the member's pay. Credit hours and SB.CEU's turned in to the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.

**ARTICLE XXI-ELEMENTARY REORGANIZATION**

The parties will meet to discuss issues that may arise in the event that more than one elementary school is closed during the duration of this agreement, starting with the 2006-2007 school year.

**ARTICLE XXII-LENGTH OF AGREEMENT**

This agreement shall remain in full force and effect from the date of ratification (02-13-13), through June 30, 2016 and that the other contract changes shall go into effect upon ratification of both parties.

**ARTICLE XXIII-SALARY SCHEDULE**

- 2012-2013 school year: Receive one step or longevity, whichever is greater, from the 2011-2012 pay scale. 10% of compensation (reduction) from the 2011-2012 pay scale taken after the step increase or longevity is added. (See Attachment A).
- 2013-2014 school year: Remain at 10% reduction/frozen rate. (See Appendix C1)
- 2014-2015 school year: Remain at 10% reduction/frozen rate. Wage re-opener for the following year. (See Appendix C-1)
- 2015-2016 school year: For the 2015-2016, TPA members will return to the 2011-2012 – 10 year pay scale and will remain on the step or longevity (which ever one was greater) they were at at the end of the 2012-2013 school year. (See Appendix C-2).



APPENDIX A-1

SAMPLE OF LETTER TO ACCOMPANY NOTICE TO BARGAINING UNIT  
MEMBERS

Dear:

As you know, our collective bargaining agreement requires that all members of the bargaining unit either join the union and pay dues or pay an agency or representation fee. The latter covers expenses related to or that impact collective bargaining, contract administration and enforcement. Agency fee payers do not have a vote or any say on how the union operates, contract ratification or on any union activity. Agency fee payers are not eligible for occupational liability insurance offered only to members of the American Federation of School Administration.

Enclosed for your information is a Notice to Bargaining Unit Members, which explains agency fee. This is provided for your information and does not require any action on your part.

In solidarity,

President

APPENDIX A-2

EXHIBIT ONE: SAMPLE NOTICE TO NEW HIRE

Welcome to our \_\_\_\_\_!

We invite you to join the *Taylor Principals Association*. As an Association member, you will have the opportunity to work with your colleagues on questions important to employees of the *Taylor School District*. You will receive local union notices as well as newsletters of the American Federation of School Administrators. You will have a vote on all Union issues, including our contract. Being a Union member is a significant right. However, you are not required to join the Union.

The law requires us to notify you that:

1. You have the right to become a member of the organization or refrain from becoming a member of the Union without fear of reprisal by either the Union or the *Taylor School District*
2. An employee represented by the Union who chooses not to become a member of the union or who after joining the union decides to resign is subject to the Union Security Clause of the collective bargaining agreement between the Union and then *Taylor School District*. The Clause requires an employee who does not join the union to pay an agency fee, also called an agency or representation fee.
3. The agency fee is limited to that portion of union dues the Union expends on matters related to or that impact collective bargaining, contract administration and enforcement.
4. A non-member must arrange for direct payment of the agency fee or auto deduction of the fee from a bank account or credit card or advance, direct payment of the fee.
5. If a non-member does not pay their agency fee, the following actions will be taken:
  - i. The union will notify the Employer of the name of any person(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.
  - ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.
  - iii. The individual employee shall have 14 days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.
  - iv. The Union will notify the Employer of the name(s) of any individual employee who has failed either to join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.
  - v. Not later than 7 days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.
  - vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or to pay or arrange for payment of a service fee.

6. A non-member may object to the amount of the agency fee. To object, the non-member must present a written objection to the union's treasurer or other designated person. The objection must be presented within *28 days* of hire. The failure to present an objection waives the right to do so. An objector will be given a full explanation of the basis for the agency fee.

#### What Are Chargeable Expenses?

1. Expenses related to or that impact collective bargaining, contract administration and enforcement.
2. Expenses related to the administration and enforcement of agreements, practices and working conditions, including grievance handling and arbitration. Also included are expenses related to communications with employees in the bargaining unit or with employer representatives regarding wages, hours or working conditions;
3. Expenses related to normal union internal governance and management expenses;
4. Expenses related to social activities (if non members may attend) and union business meetings;
5. Expenses related to union publications (to the extent coverage is related to chargeable activities);
6. Expenses related to litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance;
7. Expenses related to legislative, executive branch and administrative agency representation on legislative and regulatory matters related to contract ratification or the implementation of contracts;
8. Expenses related to the education of and training of members, officers, and staff intended to prepare the participants to better perform chargeable activities;
9. A proportional share of all overhead and administrative expenses.

#### What Are Non-Chargeable Expenses?

1. Expenses related to community service activities of the Union;
2. Expenses related to legislative activity not involving contract ratification or the implementation of contracts;
3. The non-chargeable portion of AFSA per capita (AFSA sends an annual notice to locals of what percentage is non-chargeable);
4. Expenses related to the cost of affiliating with organizations other than the AFSA;
5. Expenses related to the direct support of political candidates, PAC expenditures and contributions to ballot questions.

#### Your Right to Object

1. A fee payer who disagrees with the Union's characterization of chargeable and non-chargeable expenditures or calculation of the expenditures in any category may challenge the Union's determination by submitting a written challenge to the Treasurer or other local designee of the Union during the defined window period. This right to challenge the fee determination must be filed not later than *28 days* following your receipt of this notice of the amount of the fee.
2. A timely filed challenge to the union's determination of chargeable and non-chargeable expenses will be resolved by an impartial determination process culminating in arbitration. All challenges will be consolidated to the extent practicable and be heard as soon as possible. The presentation to the arbitrator will be either in writing or at a hearing if requested by any objector(s). If a hearing is held

any objector who does not wish to attend may submit his or her views in writing by the date of the hearing. If a hearing is not held, the arbitrator will set a date by which all written submissions will be received and will decide the case based on the records submitted. The Union will bear the burden of justifying its calculations.

3. Our local Union has adopted the *Rules for Impartial Determination of Union Fees* promulgated by the American Arbitration Association. Those rules may be found at <http://www.adr.org/>. A copy may also be obtained by contacting the American Arbitration Association at 888-774-6904.
4. Any cost for arbitrator's services and the cost of any proceedings before the arbitrator will be borne by the Union. Individually incurred costs will be borne by the party incurring them.
5. While the objection is pending, the Union's Treasurer will hold, in an escrow account, that portion of the fees that are reasonably in dispute. In the event that the arbitrator determines that the objector is entitled to a greater reduction in fees, that calculated by the Union an additional check will be issued at the close of the objection procedure for the balance of the reduction in fees, as determined by the arbitrator.

APPENDIX B-1

<b>FIRST YEAR PROBATIONARY EMPLOYMENT CONTRACT</b> (INSERT JOB TITLE HERE)
---

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on July 1, \_\_\_\_\_ and ending on June 30, \_\_\_\_\_ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).
2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
3. This contract shall terminate upon the discharge or layoff of the Administrator.
4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
(Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Administrator on Behalf of the Taylor School District)

\_\_\_\_\_  
(Date)

**APPENDIX B-2**

<b>SECOND YEAR PROBATIONARY EMPLOYMENT CONTRACT</b> <b>(INSERT JOB TITLE HERE)</b>
---

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on July 1, \_\_\_\_\_ and ending on June 30, \_\_\_\_\_ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).
  
2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
  
3. This contract shall terminate upon the discharge or layoff of the Administrator.
  
4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
(Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Administrator on Behalf of the Taylor School District)

\_\_\_\_\_  
(Date)

APPENDIX B - 3

**THIRD YEAR PROBATIONARY EMPLOYMENT CONTRACT**  
**(INSERT JOB TITLE HERE)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on July 1, \_\_\_\_\_ and ending on June 30, \_\_\_\_\_ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).
2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
3. This contract shall terminate upon the discharge or layoff of the Administrator.
4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
(Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Administrator on Behalf of the Taylor School District)

\_\_\_\_\_  
(Date)

**APPENDIX B - 4**

**TWO YEAR SENIORITY CONTRACT**  
**(INSERT JOB TITLE HERE)**

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and \_\_\_\_\_, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a two (2) year term commencing on July 1, \_\_\_\_\_ and ending on June 30, \_\_\_\_\_ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).
2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provisions of that existing collective bargaining agreement.
3. This contract shall terminate upon the discharge or layoff of the Administrator.
4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

\_\_\_\_\_  
(Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Administrator on Behalf of the Taylor School District)

\_\_\_\_\_  
(Date)



**APPENDIX C-1**

**Taylor Principals Association Salary Schedule –**

	SCH	STEP	2011-2012	2012-13 Less 10% of 2011-12	2013-14 Frozen	2014-15 Frozen
High School Principal	SH	0	89,706	80,735	80,735	80,735
	SH	1	90,488	81,439	81,439	81,439
	SH	2	91,269	82,142	82,142	82,142
	SH	3	92,051	82,846	82,846	82,846
	SH	4	92,840	83,556	83,556	83,556
	SH	5	93,620	84,258	84,258	84,258
	SH	6	93,996	84,596	84,596	84,596
	SH	7	94,425	84,983	84,983	84,983
	SH	8	94,853	85,368	85,368	85,368
	SH	9	95,273	85,746	85,746	85,746
Career Titan Principal	CTP	0	88,000	79,200	79,200	79,200
	CTP	1	88,434	79,591	79,591	79,591
	CTP	2	88,650	79,785	79,785	79,785
	CTP	3	89,434	80,491	80,491	80,491
	CTP	4	90,220	81,198	81,198	81,198
	CTP	5	91,002	81,902	81,902	81,902
	CTP	6	91,378	82,240	82,240	82,240
	CTP	7	91,807	82,626	82,626	82,626
	CTP	8	92,235	83,012	83,012	83,012
	CTP	9	92,655	83,390	83,390	83,390
High School Asst Principal	SA	0	79,611	71,650	71,650	71,650
	SA	1	80,392	72,353	72,353	72,353
	SA	2	81,181	73,063	73,063	73,063
	SA	3	81,960	73,764	73,764	73,764
	SA	4	82,740	74,466	74,466	74,466
	SA	5	83,525	75,173	75,173	75,173
	SA	6	83,900	75,510	75,510	75,510
	SA	7	84,328	75,896	75,896	75,896
	SA	8	84,757	76,281	76,281	76,281
	SA	9	85,178	76,660	76,660	76,660
Middle School Principal	MS	0	84,462	76,016	76,016	76,016
	MS	1	85,254	76,729	76,729	76,729
	MS	2	86,031	77,428	77,428	77,428
	MS	3	86,817	78,135	78,135	78,135
	MS	4	87,600	78,840	78,840	78,840
	MS	5	88,384	79,546	79,546	79,546
	MS	6	88,760	79,884	79,884	79,884
	MS	7	89,189	80,270	80,270	80,270
	MS	8	89,617	80,655	80,655	80,655
	MS	9	90,037	81,033	81,033	81,033

	SCH	STEP	2011-2012	2012-13 Less 10% of 2011-12	2013-14 Frozen	2014-15 Frozen
Middle School	MA	0	75,920	68,328	68,328	68,328
Asst Principal	MA	1	76,705	69,035	69,035	69,035
	MA	2	77,492	69,743	69,743	69,743
	MA	3	78,280	70,452	70,452	70,452
	MA	4	79,067	71,160	71,160	71,160
	MA	5	79,848	71,863	71,863	71,863
	MA	6	80,223	72,201	72,201	72,201
	MA	7	80,651	72,586	72,586	72,586
	MA	8	81,081	72,973	72,973	72,973
	MA	9	81,501	73,351	73,351	73,351
6 <sup>th</sup> Grade Academy	ELA	0	79,044	71,140	71,140	71,140
Principal	ELA	1	82,852	73,667	73,667	73,667
	ELA	2	82,702	74,432	74,432	74,432
	ELA	3	83,414	75,073	75,073	75,073
	ELA	4	84,188	75,769	75,769	75,769
	ELA	5	84,982	76,484	76,484	76,484
	ELA	6	85,358	76,822	76,822	76,822
	ELA	7	85,787	77,208	77,208	77,208
	ELA	8	86,215	77,594	77,594	77,594
	ELA	9	86,635	77,972	77,972	77,972
6 <sup>th</sup> Grade Academy						
Asst.	EA	0	74,184	66,766	66,766	66,766
Principal	EA	1	74,943	67,449	67,449	67,449
	EA	2	75,712	68,141	68,141	68,141
	EA	3	76,480	68,832	68,832	68,832
	EA	4	77,247	69,522	69,522	69,522
	EA	5	78,009	70,208	70,208	70,208
	EA	6	78,384	70,546	70,546	70,546
	EA	7	78,815	70,934	70,934	70,934
	EA	8	79,244	71,320	71,320	71,320
	EA	9	79,662	71,696	71,696	71,696
Elementary	EL	0	77,668	69,901	69,901	69,901
Principal	EL	1	78,450	70,605	70,605	70,605
	EL	2	79,373	71,436	71,436	71,436
	EL	3	80,011	72,010	72,010	72,010
	EL	4	80,777	72,699	72,699	72,699
	EL	5	81,581	73,423	73,423	73,423
	EL	6	81,957	73,761	73,761	73,761
	EL	7	82,385	74,147	74,147	74,147
	EL	8	82,814	74,533	74,533	74,533
	EL	9	83,233	74,910	74,910	74,910

Elementary Asst	EA	0	74,184	66,766	66,766	66,766
Principal	EA	1	74,943	67,449	67,449	67,449
	EA	2	75,712	68,141	68,141	68,141
	EA	3	76,480	68,832	68,832	68,832
	EA	4	77,247	69,522	69,522	69,522
	EA	5	78,009	70,208	70,208	70,208
	EA	6	78,384	70,546	70,546	70,546
	EA	7	78,815	70,934	70,934	70,934
	EA	8	79,244	71,320	71,320	71,320
	EA	9	79,662	71,696	71,696	71,696
Preschool Principal	PP	0	62,134	55,921	55,921	55,921
	PP	1	62,760	56,484	56,484	56,484
	PP	2	63,498	57,148	57,148	57,148
	PP	3	64,009	57,608	57,608	57,608
	PP	4	64,622	58,160	58,160	58,160
	PP	5	65,265	58,739	58,739	58,739
	PP	6	65,566	59,009	59,009	59,009
	PP	7	65,908	59,317	59,317	59,317
	PP	8	66,251	59,626	59,626	59,626
	PP	9	66,586	59,927	59,927	59,927

**APPENDIX C-2 (2011-2012 Salary Schedule – for reference purposes)**

	SCH	STEP	2011-2012				
High School Principal	SH	0	89,706	6 <sup>th</sup> Grade Academy	ELA	0	79,044
	SH	1	90,488	Principal	ELA	1	82,852
	SH	2	91,269		ELA	2	82,702
	SH	3	92,051		ELA	3	83,414
	SH	4	92,840		ELA	4	84,188
	SH	5	93,620		ELA	5	84,982
	SH	6	93,996		ELA	6	85,358
	SH	7	94,425		ELA	7	85,787
	SH	8	94,853		ELA	8	86,215
	SH	9	95,273		ELA	9	86,635
Career Titan Principal	CTP	0	88,000	6 <sup>th</sup> Grade Academy Asst	EA	0	74,184
	CTP	1	88,434	Principal	EA	1	74,943
	CTP	2	88,650		EA	2	75,712
	CTP	3	89,434		EA	3	76,480
	CTP	4	90,220		EA	4	77,247
	CTP	5	91,002		EA	5	78,009
	CTP	6	91,378		EA	6	78,384
	CTP	7	91,807		EA	7	78,815
	CTP	8	92,235		EA	8	79,244
	CTP	9	92,655		EA	9	79,662
High School	SA	0	79,611	Elementary	EL	0	77,668
Asst Principal	SA	1	80,392	Principal	EL	1	78,450
	SA	2	81,181		EL	2	79,373
	SA	3	81,960		EL	3	80,011
	SA	4	82,740		EL	4	80,777
	SA	5	83,525		EL	5	81,581
	SA	6	83,900		EL	6	81,957
	SA	7	84,328		EL	7	82,385
	SA	8	84,757		EL	8	82,814
	SA	9	85,178		EL	9	83,233
Middle School	MS	0	84,462	Elementary Asst	EA	0	74,184
Principal	MS	1	85,254	Principal	EA	1	74,943
	MS	2	86,031		EA	2	75,712
	MS	3	86,817		EA	3	76,480
	MS	4	87,600		EA	4	77,247
	MS	5	88,384		EA	5	78,009
	MS	6	88,760		EA	6	78,384
	MS	7	89,189		EA	7	78,815
	MS	8	89,617		EA	8	79,244
	MS	9	90,037		EA	9	79,662
Middle School	MA	0	75,920	Preschool Principal	PP	0	62,134
Asst Principal	MA	1	76,705		PP	1	62,760
	MA	2	77,492		PP	2	63,498
	MA	3	78,280		PP	3	64,009
	MA	4	79,067		PP	4	64,622
	MA	5	79,848		PP	5	65,265
	MA	6	80,223		PP	6	65,566
	MA	7	80,651		PP	7	65,908
	MA	8	81,081		PP	8	66,251
	MA	9	81,501		PP	9	66,586

**APPENDIX D**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE TAYLOR PUBLIC SCHOOLS'**  
**BOARD OF EDUCATION**  
**AND**  
**THE TAYLOR PRICIPAL'S ASSOCIATION**

The Board of Education agrees to implement a severance plan to include Employees represented by the Taylor Principal's Association (hereinafter "Employee") in accordance with the terms of the ESP™ -Employee Severance Plan as adopted by the Taylor Public Schools' Board of Education.

1. The Employee Severance Plan™ (hereinafter named "ESP" or "Plan") is available to actively working administrators on a paid status with the Taylor Public Schools represented by the TPA who have or will have ten (10) or more years of service as of June 30, 2009 with Taylor Public Schools (hereinafter named "the District"). The ESP™ is not a fringe benefit nor a condition or term of employment.
2. The District reserves the right to retain certain employees for up to one year beyond June 30, 2009 based on operational and educational need of the District. Said Employees will be notified no later than July 30, 2009.
3. Retirement by the Employee at the state level is not required. The District reserves the right to retain certain employees for up to one year beyond their elected exit date, based on educational and operational needs of the District. Those retained will still receive the ESP™ benefits.
4. Those Employees who meet the Employee Severance Plan (ESP™) eligibility requirements can elect to resign effective June 30, 2009 from school district employment. He or she shall receive \$45,000, plus an amount equivalent to his/her applicable contractual severance pay, the total of which is divided into equal monthly payments.

Group 1: Those electing the ESP™ who are eligible to retire under the Michigan Public Schools Employee Retirement System (hereinafter "MPERS") effective June 30, 2009.

Group 1 participants receive the total ESP™ benefit over 5 years, divided into 60 equal monthly payments made to the participant's Post Employment 403(b) account. If the participant chooses, he/she can access the funds each month, within the parameters of Section 403(b) of the tax code.

Under current tax rules, the employer and employee do not have to pay Social Security or Medicare taxes on ESP™ amounts deposited into the 403(b), and federal and state taxes are deferred until the individual withdraws funds from his/her Post Employment 403(b) account.

Group 2: Participants who elect the ESP™, but are not eligible to retire under MPERS at time of exit.

Group 2 participants receive the total ESP™ benefit over 8 years, divided into 96 equal monthly payments subject to all applicable Social Security, Medicare, Federal, State, and local taxes. Participants have liability for any taxes due as a result of this plan. Those employees over the age of 59 at the time their benefits begin will receive the same total benefit in a compressed time frame, distributed on a monthly basis between their age at separation and age 67. Those who will be age 66 or older at the time the benefits begin shall receive their ESP™ benefit as a lump sum, paid by the District in January of the year following their elected exit date. Participants have liability for any taxes due as a result of this plan.

5. Bargaining unit members that elect and are approved to receive the ESP™ shall also be eligible for the contractual severance pay provided for in Appendix D of the Collective Bargaining Agreement as this amount will be included in the ESP™ benefit.

6. A bargaining unit member who receives the ESP™ shall not be eligible for Unemployment Compensation Benefits.

7. In the event of death prior to the final scheduled payment, benefits will continue to be paid to the designated beneficiary, or to the estate of the deceased if no beneficiary is named or alive at the time of a participant's death in accordance with the payment schedule set forth in Section 3 of this Agreement.

8. The Employee shall sign the Indication of Interest Form, the Employee Severance Plan Agreement and a Release and Waiver of Claims Agreement and deliver them to Educators Preferred Corporation on or before July \_\_, 2009 in order to elect a July \_\_, 2009 exit date. The Employee's submitted indication of interest must be given final approval by the Superintendent.

9. Employees shall be provided forty-five (45) days from receipt of the Employee Severance Plan documents to consider its terms and conditions and shall be advised of their right to consult an attorney.

10. Further, after the Employee has executed the Indication of Interest Form, the Employee Severance Plan Agreement and the Release and Waiver of Claims Agreement, he/she shall have seven (7) days following the date of his/her election to revoke his/her acceptance of same. It is understood that the severance agreement does not become enforceable until the expiration of the revocation period.

11. It is the intent of the Board of Education that this severance incentive is a one-time offer.

12. This memo of understanding also provides the school district with the savings attached to the Preschool Principal position in addition to the savings associated with the ESP. It also supersedes the severance payout process referenced in Appendix D, section 5.

\_\_\_\_\_  
Taylor Public Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Taylor Principal's Association

\_\_\_\_\_  
Date

## APPENDIX E-FINGERPRINTING

All TPA members who, as of January 2, 2006, are either full-time employees of the Taylor School District shall no later than July 1, 2008:

1. Give written consent for the criminal records division of the department of state police to conduct the criminal history check and criminal records check and submit his or her fingerprints to the department of state police for the purposes of the criminal records check.
2. Pay the department of state police the required fee for conducting the criminal records check.
3. This fee shall be limited to one time during employment with the TSD.
4. Employees may have the cost deducted in equal payments through payroll deduction.
5. TSD agrees to reimburse those affected employees \$31.12 (which is ½ of the fee) who participated in the TSD program in Feb-Mar 2008 in accordance with HR/LR records.
6. Employees who, on their own, obtained, paid for and HR/LR received the proper fingerprints will be reimbursed (\$31.12) upon presentation of proof of payment to the HR/LR records.
7. Said reimbursement will be processed through payroll in accordance with standard payroll procedures.
8. If monies are allocated by the state to pay for fingerprinting requirements, the monies shall be used to reimburse both the TSD and TPA employees equally.

The results of this criminal history check and criminal records check shall be used by the District only for the purpose of evaluating an individual's qualifications for employment or assignment in his or her position and pursuant to statute.

## APPENDIX F

### THE REVISED SCHOOL CODE (EXCERPT) Act 451 of 1976

#### **380.1229 Employment of superintendent and administrators; notification of contract nonrenewal; meeting with board; contract with intermediate school district.**

Sec. 1229.

(1) Except as otherwise provided in subsection (4), the board of a school district, other than a school district that was organized as a primary school district during the 1995-1996 school year, or of an intermediate school district shall employ a superintendent of schools, who shall meet the requirements of section 1246. The superintendent shall not be a member of the board. Employment of a superintendent shall be by written contract. The term of the superintendent's contract shall be fixed by the board, not to exceed 5 years. If written notice of nonrenewal of the contract of a superintendent is not given at least 90 days before the termination of the contract, the contract is renewed for an additional 1-year period.

(2) The board of a school district or intermediate school district may employ assistant superintendents, principals, assistant principals, guidance directors, and other administrators who do not assume tenure in that position under 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191. The employment shall be by written contract. The term of the employment contract shall be fixed by the board, not to exceed 3 years. The board shall prescribe the duties of a person described in this subsection. If written notice of nonrenewal of the contract of a person described in this subsection is not given at least 60 days before the termination date of the contract, the contract is renewed for an additional 1-year period.

(3) A notification of nonrenewal of contract of a person described in subsection (2) may be given only for a reason that is not arbitrary or capricious. The board shall not issue a notice of nonrenewal under this section unless the affected person has been provided with not less than 30 days' advance notice that the board is considering the nonrenewal together with a written statement of the reasons the board is considering the nonrenewal. 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 the open meetings act, 1976 PA 267, MCL 15.268. If the board fails to provide for a meeting with the board, or if a court finds that the reason for nonrenewal is arbitrary or capricious, the affected person's contract is renewed for an additional 1-year period. This subsection does not apply to the nonrenewal of the contract of a superintendent of schools described in subsection (1).

(4) A school district, instead of directly employing a superintendent of schools, may contract with its intermediate school district for the intermediate superintendent to serve as the superintendent of schools for the school district or for the intermediate school district to provide another person to serve as superintendent of schools for the school district.

**History:** Add. 1995, Act 289, Eff. Mar. 28, 1996 ;-- Am. 2011, Act 105, Imd. Eff. July 19, 2011

**Popular Name:** Act 451





Master Agreement between TPA and TSD February 7, 2013 – June 30, 2016

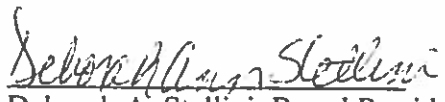
SIGNATURE PAGE


For Taylor Schools:

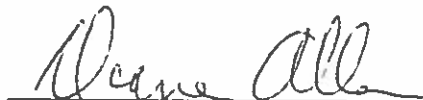
For Taylor Principals Association:

  
John Reilly, Board President  
(At time of ratification)

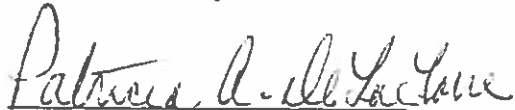
  
Patricia Kaechele, President

  
Deborah A. Stellini, Board President  
(At time of printing)

  
Diane Downie, Elementary V.P.

  
Diane Allen, Superintendent

  
Melissa Skopczynski, Exec. Secretary

  
Patricia A. DeLaTorre, Ex. Director H.R.

Date 5/2/14

Date 5/21/14