

**Taylor School District**  
**("TSD")**  
**July 14, 2016**  
**Response to**  
**Taylor Association of Central Staff Administrators**  
**("TACSA")**  
**July 7, 2016 Verbal Proposal**

---

The Taylor School District (the "District") proposes the following counterproposal to the Taylor Association of Central Staff Administrators ("TACSA"). This proposal is intended to be a package proposal. If TACSA rejects any portion of the agreement, the entire proposal is considered rejected.

- I. The District agrees to TACSA's proposal of a two-year contract, effective July 1, 2016 through June 30, 2018.
- II. The District agrees to extend the language of the current contract as is, with the exception of the proposals stated herein.
- III. For the 2016-2017 school year, the District agrees to the following:
  - a. That eligible TACSA members shall be granted steps on the Appendix A Pay Scale.
  - b. That eligible TACSA members shall be granted Longevity as provided at page 23 of the current contract.
- IV. For the 2017-2018 school year, the District proposes the following:
  - a. That eligible TACSA members shall be granted steps on the Appendix A Pay Scale.
  - b. That eligible TACSA members shall be granted Longevity as provided at page 23 of the current contract.
- V. The District proposes that Article II, Paragraph L be amended as follows<sup>1</sup>: **Grandfather everyone except new hires.**

---

<sup>1</sup> The Parties recognize that if this proposal is agreed to, the contract will need to be reviewed in its entirety to ensure there are not any inconsistencies with the intent of this provision.

1

*Debra Jones 7/13/16*  
*Genevieve 7-18-16*  
*W. [unclear] 7/18/2016*  
*P. Monagan 7-18-16*  
*Tom Hill 7/19/16*

L. CONTRACTS

1. Each administrator shall be given an individual contract of employment in the form attached hereto as Appendix D, E, and F. **(It item V. is agreed upon by both parties, the appropriate appendices would need to be updated.)**
2. New administrators in the bargaining unit shall serve a probationary period of two (2) calendar years from the date of appointment as set forth in Article II, Section E. Probationary administrators shall be given one (1) year probationary contracts of employment, provided, however, an administrator employed after January 1, shall serve an initial term for the duration of the school year plus two (2) additional full school years. **Administrators who have served the probationary period (seniority administrators) with seniority shall be given either a one (1) or two (2) school year contract of employment, at the discretion of the Board.** ~~The notification provision in Paragraph 9 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. If a seniority administrator is not provided a notice of nonrenewal at the conclusion of the final year of the administrator's individual contract, the seniority administrator shall be provided an additional individual contract for a period of one (1) or two (2) years, at the discretion of the Board. However, a seniority administrator who receives an evaluation of less than effective on the administrator's previous year's evaluation, and is not provided notice of nonrenewal of his or her individual contract, shall only be provided a one year employment agreement. If for some reason the Board does not take action to renew the individual will be given a one year contract.~~
3. During the term of this collective bargaining agreement, the individual administrator's contract of employment shall be subject to, and incorporate by reference, the provisions of this Agreement.
4. An administrator shall not be granted tenure as an administrator or in any administrative capacity and the individual contracts of employment shall so provide.
5. At any time during the term of an administrator's probationary contract of employment, the administrator may be reassigned or his/her contract of employment may be terminated, and the administrator may be returned to the appropriate bargaining unit as set forth in said bargaining unit contract, and no grievance shall arise nor shall such action of termination be considered a breach of this Agreement or a breach of the administrator's individual contract of employment.
6. During the term of an administrator's ~~two (2) year~~ employment contract ~~(and the initial two year employment contract set forth in Paragraph 2 above)~~, the contract

P. De La Torre 7/18/16  
Gene Dackel 7/18/16  
UN Unavailable 07-18-2016  
P. Morgan 7-18-16  
Barrett 7/19/16

of employment shall not be terminated, except for just cause for an employee who is not certificated as defined in the Teacher Tenure Act, being MCL 38.71 *et. seq.*, or for a reason which is arbitrary or capricious for an employee who is certificated as defined in the Teacher Tenure Act. Employees may also be laid off in a reduction or change in force as set forth in Article II, Section C.5.

7. The assignment and/or reassignment of an administrator to other administrative positions 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.

The reassignment of an administrator during the term of his/her individual contact of employment shall be preceded by:

- a. Current Contract Language
- b. Current Contract Language

If requested by the reassigned administrator or by the Union, the Superintendent, or his/her designee, will provide written communication setting forth the rationale for the transfer.

8. If the administrator does not consent to his/her reassignment, and the building administrator is not in a period of probation, and the reassignment is during the term of a one (1) or two (2) year employment contract as set forth in Paragraph 2. above, the salary of the assigned 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 contact of employment. Following expiration of the contract of employment, the administrator shall be paid the salary applicable to the reassigned position.

9. ~~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 will not be extended for an additional one (1) year. In the absence of a negative evaluation being filed with the Personnel office by May 1<sup>st</sup> 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 where the second year in the previous contract becomes the first year in the succeeding contract.~~

~~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.~~

Debra Jones  
7/18/16  
Linda Dick  
7-18-16  
M. Morgan  
7-18-2014  
P. Morgan  
7-18-16  
Tom  
7/19/16

- 10. Current Contract Language
- 11. ~~No part of Article II, Section L shall be subject to negotiations for a period of six (6) years from the date of ratification of this agreement.~~

**\*\*If Item V. is agreed upon by both parties, the appropriate appendices would need to be updated. {Please note – FYI: this was added after our initial proposal and TACSA’s counter proposal. Purpose of additional statement: clarify that the appendices would have to also be updated to reflect the information}**

**\*\*\* The language in the collective bargaining agreement would have to be separated between individuals grandfathered who would retain the rolling seniority contract and the new TACSA members who would fall under the new language. {See attached member list}**

**{Please note: Wanted to make sure all parties were aware that there would have to be language in the CBA to this effect.}**

- VI. The District Proposes that Article III, Paragraph M, Subparagraph 10, Attendance Incentives **be frozen for the 2016-2017 and 2017-2018 school year.**
- VII. The District Proposes that Article III – Section D – Adjustment of Schedules be amended as follows:

Any adjustment of the work year, annual leave days, and sick and personal leave day schedules for the life of the contract shall be a result of negotiations between the Union and Superintendent or designee. ~~Beginning in the 2012-2013 school year upon ratification through the duration of this contract period expiring on June 30, 2016.~~ **Beginning in the 2016-2017 school year upon ratification through the duration of this contract period expiring on June 30, 2018,** TACSA members will be eligible to work from home for up to four days per year. TACSA and TSD administration will meet annually to determine the days after the school calendar is set. ~~If TACSA members do not revert to the expanded pay scale on July 1, 2016 (see Appendix A pay scale), the TACSA members will continue to receive this incentive until the TACSA member is reverted to the new pay scale (Appendix A) for the entire school year.~~

The District reserves the right to modify, withdraw, or revise any proposal, response or any part thereof, at any time prior to being TA'd.

*P. DeLoach 7/18/16*  
*Genie Decker 7/18/16*  
*UM - UM 7/18/16*  
*P. Morgan 7-18-16*  
*7/19/16*