

**Taylor School District
("TSD")
July 26, 2016
Response to
Taylor Principals Association
("TPA")
July 14, 2016 Proposal**

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

- I. The District proposes 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 TPA members shall be granted steps on the Appendix C-1 Pay Scale.
 - b. That eligible TPA members shall be granted Longevity as provided at page 28 of the current contact.
- IV. For the 2017-2018 school year, the District agrees to the following:
 - a. That eligible TPA members shall be granted steps on the Appendix C-1 Pay Scale.
 - b. That eligible TPA members shall be granted Longevity as provided at page 28 of the current contact.

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V. The District proposes that Article VI, Employment Security, be amended for all individuals who become new members of TPA on or after July 1, 2016.¹

A. Current Contract Language.

B. Current Contract Language.

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~~ MCL 380.1229.

D. Current Contract Language.

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. Administrators who have served the probationary period (seniority administrators) shall be given either a one (1) or two (2) school year contract of employment, at the discretion of the Board. 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. 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~~

¹ 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.

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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.

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. TPA attorney, Mark Cousens, says that arbitrary and capricious does not apply to TPA only to teachers. TSD checked out language with School Board Attorney, John Kava. It is due to the fact that the principal hold a teaching certificate and we would have to follow the tenure laws. {Responded to TPA – waiting for them to respond back once they talk to Mark Cousens.} 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. Current Contract Language.

****If Item V. is agreed upon by both parties, the appropriate appendices would need to be updated.**

***** 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 TPA members. {See attached member list}**

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VI. The District Proposes that Article XIII, Paragraph J, Subparagraph 9, Attendance Incentives be eliminated from the contract and replaced with 40 Flex hours for each school year will be given to each TPA member. The 40 Flex hours is not to be used consecutively for an extended period of time.

VII. The District proposes that Article XIII, Paragraph K (Sick Leave Buy-Back) be amended to the following for the 2016-2017 and 2017-2018 school years:

Effective July 1, 1998, members of the bargaining unit who have been in the bargaining unit at least one year on June 30th of each year shall have the option of selling back up to ~~five (5) days~~ **three (3) days (for the 2016-2017 and 2017-2018 school years only)** 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 30th and shall be paid in the second pay period in July. ~~Selling back sick 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.~~

VIII. The District has reviewed the proposed 2016-2017 school year calendar and has adjusted the work year for each classification to ensure the Principals and Assistant Principals work year does not exceed the number of days outlined in Article XVI – Length of Contract.

IX. **Job Descriptions: TSD will work with TPA to review all current job descriptions and modify where necessary and mutually agreed upon.**

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. Kelly
7/26/16

P. Morgan
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Galley
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M. [unclear]
7/26/16

S. Hall
7-26-16

K. [unclear]
7/26/16

T. [unclear]
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