

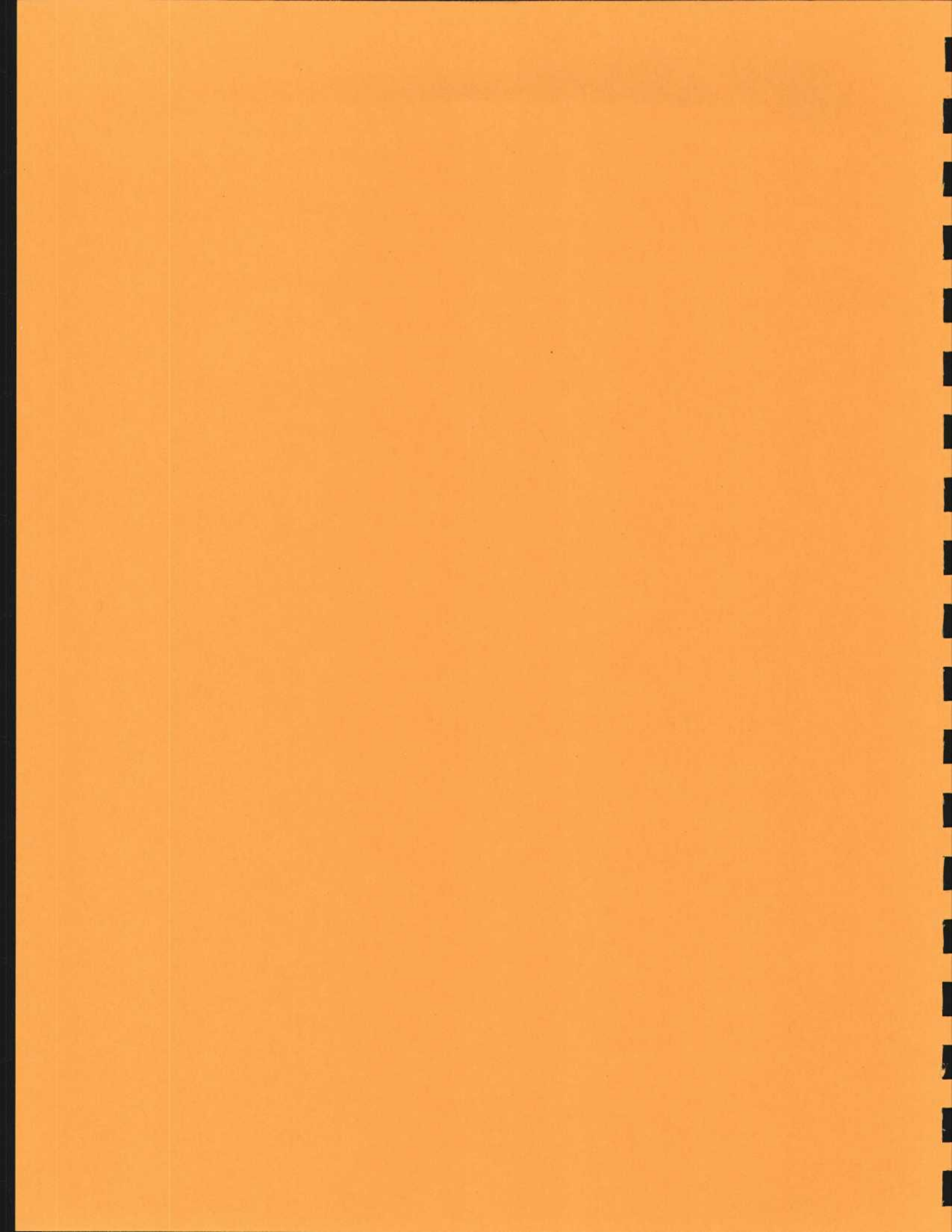
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6/30/2000

AGREEMENT BETWEEN
THE BOARD OF EDUCATION
OF THE
SCHOOL DISTRICT OF YPSILANTI
AND
THE YPSILANTI PRINCIPALS AND
ADMINISTRATORS ASSOCIATION

Ypsilanti Public Schools

Contract to run three (3) years
1997-2000



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MASTER AGREEMENT

ARTICLE I RECOGNITION OF THE YPAA

The Board hereby recognizes the Ypsilanti Principals and Administrators Association in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, as to the sole and exclusive bargaining representative for all coordinators, directors, assistant principals and principals, excluding, however, the Executive Director of Human Resources, the Executive Director of Business and Finance, the Executive Director of Academic Services, and the Executive Director of Operations and Labor Relations.

ARTICLE II BOARD RIGHTS

The Board of Education and the Superintendent of Schools reserve all responsibilities, powers, rights and authority vested in it by the Laws of the Constitution of Michigan and the United States and those which have been heretofore properly exercised by it, including such things, among others, as the determination and administration of educational policy, the operation of the school, the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, layoff, transfer, promotion, discipline, or dismissal of all personnel.

The exercise of the foregoing rights and responsibilities by the Board, the adoption of policies and regulations in furtherance thereof, shall be limited by the specific terms of this Agreement, and then to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

The Board and the Association collectively believe that it is important to develop and maintain a strong administrative team and a collaborative working relationship with the Association and its members. It is intended that the joint efforts on the part of the Board and the Association will contribute in a significant manner to the advancement of the total educational environment in the School District of Ypsilanti.

ARTICLE III
STAFFING METHODS AND PROCEDURES

SECTION A — JOB DESCRIPTIONS

The Superintendent or other designee will annually review job descriptions that outline the areas of responsibility for each Association member and will communicate these role definitions to district staff. Job descriptions for all YPAA positions will be made available to the Association no later than October 1st of each year.

The Board will, prior to changing or adding to any job description, duties of work roles having direct and significant application to the employment conditions of the employees covered by this agreement, notify the Association in writing and in advance of implementation. Further, the Board agrees that the Superintendent or other designee will meet with the Association to review and discuss said changes and to allow the Association to make written recommendations to the Superintendent.

SECTION B — CREATION OR ELIMINATION OF POSITIONS

The Board, through the Superintendent or his/her designee, will meet with the Association to discuss the proposed, creation, elimination of an administrative position within the Association or decision not to fill a vacant position in the Association. The Board shall consider alternative proposals from the Association.

SECTION C — ADMINISTRATIVE VACANCIES

As used herein, the term vacancy shall include newly created positions, or any position within the bargaining unit that the Board determines to fill.

The school district shall post a notice of the vacancy in all school buildings for a period of at least ten (10) working days. During the summer months, all vacancies shall be posted for at least fourteen (14) calendar days in the Board Office and a copy of the posting shall be sent to the YPAA President or his/her designee.

Any bargaining unit member meeting the qualifications as posted may apply in writing to the Executive Director or Human Resources.

All qualified Association applicants and qualified Association administrators on recall who apply shall be considered for the vacancy. If two or more candidates are determined to be equally qualified, the most senior bargaining unit member shall be awarded the position. For the purpose of this section, seniority shall be defined as seniority in the Ypsilanti Principals and Administrators Association.

SECTION C — ADMINISTRATIVE VACANCIES (continued)

The vacancy shall be awarded to the most qualified candidate from the entire pool of candidates.

SECTION D — INVOLUNTARY TRANSFERS

In the event the Board determines that an involuntary transfer is necessary, an administrator may be given an involuntary transfer to another administrative position.

The Board will meet with the affected administrator(s) to discuss the proposed involuntary transfer(s). If the affected member(s) so desires, an Association representative may be present.

Involuntary transfers shall not be used as a substitute for established disciplinary procedures. The affected administrator will be provided with a job description for his/her new assignment.

No administrator shall be involuntarily transferred more than once per school year.

SECTION E — LAYOFF

1. The Board reserves the right to layoff administrative staff for financial reasons, enrollment decline, and/or program termination.
2. Any layoffs within the classifications of middle school principals, elementary principals (with the exception of New Horizon and Forest Avenue School), coordinators, high school assistant principals, middle school assistant principals will be based on administrative experience within the District, with the administrator having the least District administrative experience being laid off first. In cases where administrators to be laid off have equal district administrative experience, the most qualified administrator, as determined by the Superintendent or his/her designee, will be retained.

For the purpose of this article, District administrative seniority shall be measured in semester units from the first date of hire to a District administrative position. When an administrator does not work an entire semester, credit will be given for any semester in which employment in the position is for half or more of the semester. Time spent on layoff or unpaid leave of absence shall not be counted.

SECTION E — LAYOFF (continued)

If a YPAA District administrator remains within the District but serves in a capacity other than that of an administrator, he/she will maintain his/her YPAA seniority. A YPAA District administrator that terminates employment with the district and then returns to the district to an administrative position has lost all seniority within the YPAA that he/she may have had previously.

3. In the event of the layoff of an administrator due to financial reasons, enrollment decline, program termination or any other reason not related to the competency of the administrator, the administrator shall be offered another administrative position within the Association for which he/she is qualified, should a vacancy occur within two (2) years.

SECTION F — ASSIGNMENT OF ADDITIONAL ADMINISTRATIVE RESPONSIBILITIES

In the event an administrative vacancy occurs due to promotion, resignation, retirement, leave, transfer, termination, layoff or other reasons, the job responsibilities of said vacancy may only be assigned to other bargaining unit administrators under the following conditions:

1. The Superintendent or his/her designee will follow the procedure established in Article III, Section B when any major changes may alter the job description.
2. Additional compensation should be considered by the superintendent or his/her designee when:
 - (a) The additional responsibilities (three or more) added were that of a position within a classification of higher compensation or
 - (b) An administrator is reassigned or moved to a classification of higher compensation.

In all other changes of administrative assignments, additional compensation may be granted by the Superintendent or his/her designee upon review.

ARTICLE IV
INDIVIDUAL ADMINISTRATOR CONTRACTS

SECTION A — PROBATIONARY

An administrator's probationary period and contract shall be for two years, except in the case of the unsatisfactory performance and evaluation during the first or second year, at which time the administrator's services will be terminated at that position, with the proper 90 days statutory notice. After the two year probationary period is successfully completed, the Board will approve the administrator for a continuing, non-tenure appointment, subject to annual evaluation and review.

SECTION B — GENERAL PROVISIONS

1. Administrators shall not be deemed to be granted continuing tenure in any capacity.
2. Administrators shall be given annual written contracts for a minimum of 42 weeks (45 weeks for the high school principal). Said annual contracts shall commence July 1 through June 30.
3. An administrator on a continuing appointment will receive a two year, annually renewable contract. It is further understood that an administrative contract can only be negated during the contract period as defined herein following due process procedures with just cause.
4. This is not intended to prevent the Board from layoff pursuant to Article III, Section E.

ARTICLE V
ADMINISTRATOR EVALUATION

SECTION A

Within 60 work days after the beginning of the administrator's work year, each administrator will hold an initial conference with the Superintendent or his/her designee. Unless otherwise noted, the Superintendent's designee will be the individual's immediate supervisor as indicated on the administrative organizational chart. During this conference the following will be discussed:

1. Personal role objectives
2. Fixed objectives
3. Appropriate and reasonable achievement timeliness
4. Criterion for evaluation

SECTION B

A minimum of one additional conference will be held with each probationary administrator during the school year.

SECTION C

In cases where more than one administrator provides information relative to the final evaluation of the evaluatee, all such information shall be provided to the evaluator prior to the evaluatee's final evaluation conference. During the final evaluation conference, the evaluatee shall be made aware of the ratings affixed to each item on the evaluation form. Ratings which identify the work performance as less than satisfactory are to be verified by the evaluator.

SECTION D

At the final evaluation conference the evaluatee's evaluation shall be signed by June 30th by both the evaluator and the evaluatee. In the event that the evaluatee does not agree with the final evaluation he/she has the right to indicate his/her position in writing within a period of five (5) days, and have it attached to the final evaluation.

SECTION E

Yearly evaluations will include at least one visitation to the program or building site of the evaluatee during regular program operation.

ARTICLE VI
MEMBERSHIP, INITIATION FEES, DUES AND OTHER ASSESSED FEE

SECTION A — MEMBERSHIP

Membership in the Association is not compulsory. Administrators have the right to join or not join the Association subject to Section C.

SECTION B — PAYMENT OF DUES

Administrator shall pay the regular, periodic, uniform dues in one of two ways:

1. Individual administrators may elect to pay total amount of dues and/or fees assessments through individual check for all or a portion of the amount to the Association. Full amount should be submitted by December 31 of the given school year. Dues submitted after that time are subject to an additional assessment; or
2. An Administrator may elect to utilize the procedure established in Article X — Other Rights and Working Conditions, subscript (a1) Payment of dues with the following modification:

(a) Dues deducted through payroll deduction will be taken out in five (5) equal payments prior to the December 31 deadline.

SECTION C — REPRESENTATION/SERVICE FEES

It is recognized that because of religious conviction or other reasons, some administrator may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that proper negotiation and administration of collective bargaining agreements entail expense to the Unit. To this end, all administrators as a condition of employment shall either:

1. Elect to join the Unit and pay periodic dues by authorizing the deduction of such amounts from his/her salary, or
2. Pay a service fee to the Association. The service fee shall not exceed the amount of the Association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee.
3. In the event the bargaining unit member shall not pay the service fee directly to the association or authorize payroll deduction, the employer shall pursuant to MCLA 408.477; MSA17.277(7) and at the request of the Association deduct the service fee and the additional assessment fee from the bargaining unit member's wages and remit same to the Association. In the event,

SECTION C — REPRESENTATION/SERVICE FEES (continued)

the Administrator does not directly or through voluntary deduction authorization pay representation or service fee by December 31 of each year of this agreement, these fees shall subsequently be deducted in five (5) equal payments.

4. In any case in which an administrator contests the deduction of the service fee under the provisions of this article and it is necessary that the Board engage legal counsel, the Association agrees to pay any expenses, including actual attorney's fees incurred by the Board, as well as any and all damages and judgments that may result from such action. It is understood that the Board shall have the authority to select the legal counsel for any action arising from this article.
5. Administrators who elect to pay a representation fee in lieu of joining the Association shall be afforded the same representation rights as extended to all other Association members.

ARTICLE VII ADMINISTRATOR WORKING RIGHTS

In addition to any other rights the School District may have by law or under this Agreement, an employee may be terminated by the School District, without regard to Act 4, Michigan Acts of 1937, Extra Session, as amended, for acts of moral turpitude, misconduct, or if the employee violates any of the terms or covenants of this Agreement. Should the Superintendent or the Board seek to terminate the employment for acts or moral turpitude, misconduct, or violating the terms or covenants of this Agreement, the employee shall be accorded rights of due process including notice and a hearing by the Board or its designee.

When owing to the extension of the school calendar because of weather or other reasons or when the scope of duties or obligations are such that an administrator may require additional time to complete school business, the administrator may request of the Superintendent that additional days or weeks of employment be offered to the administrator. The Superintendent shall respond to all such requests.

Members of the YPAA continue to be given priority for summer work programs beyond 42 weeks. These programs will involve Summer School, Drivers Education, Program Planning and other duties that are administrative in nature. It is further understood that YPAA members will not be required to take compensatory time during the regular school year to enable them to perform summer tasks. The Superintendent may assign a non-traditional work calendar after consultation with the YPAA.

ARTICLE VIII
LEAVES WITHOUT PAY

A leave of absence of up to one year without pay and fringe benefits may be granted at the Board's discretion, under the following conditions:

SECTION A — APPLICATION

Application for such leaves must be filed in writing with the Superintendent of Schools at least three (3) months in advance except in the case of personal emergency where a shorter notice may be acceptable. The Superintendent or his/her designee may request a statement of the reason for the leave and may request documentation supporting any request where notice of the request is less than three (3) months in advance of the start of the leave.

SECTION B — ELIGIBILITY

The applicant shall be on a non-probationary contract.

SECTION C — EXPIRATION

Any such leave shall expire at the end of the administrative contractual year.

The administrator on leave shall give written notice to the Superintendent of Schools by April 1st of the year the leave expires of his/her intentions to return, resign, or request a renewal of such leave.

SECTION D — SALARY INCREMENTS

Salary increments shall not be accrued while on such leave.

SECTION E — UNUSED SICK LEAVE

Upon return, unused sick leave held at the start of the leave shall be restored.

SECTION F — RETURN OF ADMINISTRATOR ON LEAVE

The administrator on leave shall be entitled to return to the position to which he/she shall be assigned by the Board having consideration for his/her qualifications.

SECTION G — PROVISO

An administrator with five (5) or more years of administrative experience in the District may request that the leave be approved with a proviso that he/she is entitled to return to his/her same position unless the position has been eliminated. Approval of such a proviso is discretionary with the Board. If the leave is approved but without the requested proviso the administrator shall have two (2) weeks to accept the leave or decide to continue in active employment. In the event the administrator on leave has a right to return to his/her same position, any person filling the open position shall receive an interim appointment to this vacancy subject to the terms of this Agreement but with no right to continued administrative employment beyond the period of the leave.

SECTION H — HEALTH INSURANCE

An Administrator going on leave may continue his/her health care benefits (health, dental, vision) for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act.

ARTICLE IX SABBATICAL LEAVE

An administrator who has been employed by the District for seven (7) or more years may be granted a sabbatical leave of up to one (1) year at the discretion of the Board. Sabbatical leaves shall be for the purpose of study, professional degree completion, work experiences or other reasons which may be of benefit to the administrator in his/her employment with the District. During the sabbatical leave fringe benefits (health, vision, disability and life) shall continue to be paid by the District. No salary shall be paid. If the administrator does not return to employment with the District for the next full year after the sabbatical leave the administrator shall reimburse the District for the cost of the fringe benefits furnished during the leave. An administrator returning from sabbatical leave shall return to the position occupied before the leave subject only to the Board's right of reassignment or reorganization. Applications for sabbatical leave just be made by May 1st of the previous year.

ARTICLE X
OTHER RIGHTS AND WORKING CONDITIONS

Administrators shall have rights and/or working conditions substantially equal to those granted to members of the teacher bargaining unit in their current collective bargaining agreement in the following areas: (1) Payment of Dues, (2) Use of School Buildings, (3) Knowledge of District Financial Resources, (4) Teacher Rights, (5) Payroll Deductions, (6) Release Time for Negotiations, (7) Salary Adjustment for Worker's Compensation, (8) Court Appearance, (9) Jury Service, (10) Assault upon a Teacher, (11) Legal Action Resulting from a Disciplinary Action, (12) Reimbursement for Loss or Damage, and (13) Teaching Facilities.

ARTICLE XI
EVALUATION REVIEW

In the event an administrator's evaluation of a teacher becomes the subject of an evaluation review in accordance with provisions of the collective bargaining agreement with teachers the following provisions apply:

1. Upon prior approval by the Superintendent the District shall provide additional secretary time and shall pay reasonable additional costs incurred by an administrator in preparing for an evaluation review committee.
2. No administrator shall be required to sign an evaluation of a teacher which does not represent the administrator's own judgment.
3. An administrator shall be given a reasonable opportunity to respond in writing to the report of an evaluation committee before the Superintendent's final disposition. It is understood, however, that fundamental principles of fairness shall require that the teacher be given the same opportunity.

ARTICLE XII
COMMENCEMENT OF NEGOTIATIONS

Before the termination of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement may be extended by mutual declaration of intent to negotiate a successor Agreement until the successor Agreement is ratified by both parties.

ARTICLE XIII
PROFESSIONAL GRIEVANCE AND ARBITRATION PROCEDURE

SECTION A — DEFINITION OF A GRIEVANCE

A grievance is a claim by an administrator or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. Nothing contained in this Agreement or in the Ypsilanti Public Schools Administrator contract shall be construed to prevent any individual administrator from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of the Agreement; provided, however, that only the Association may submit a grievance to arbitration (See Article XII Section B, Step 5)

SECTION B — GRIEVANCE PROCEDURE

- Step 1. In the event an administrator believes there is basis for grievance, he/she shall first discuss the alleged grievance with the appropriate administrator either personally or accompanied by his/her Association representative.
- Step 2. If, as a result of the informal discussion with the appropriate administrator a grievance still exists, it shall be reduced to writing within five (5) work days after discussion and submitted to the same administrator on the form set forth in Appendix D.
- Step 3. If the grievance is not resolved in SECTION B, STEP 2, it shall be transmitted within five (5) work days to the Executive Director of Human Resources. The Executive Director of Human Resources shall within five (5) work days schedule a meeting with the grievant and the Association in an effort to resolve the grievance. The Executive Director of Human Resources shall indicate his/her disposition of the grievance in writing within five (5) work days of such meeting, and shall furnish a copy thereof to the grievant, the Association, and the superintendent.
- Step 4. If the aggrieved administrator or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) work days of such meeting, the grievance may be transmitted to the Superintendent. Within ten (10) work days, the Superintendent shall investigate the grievance, including holding a meeting which gives the aggrieved administrator and the Association a reasonable opportunity to be heard. The Superintendent shall answer the grievance in writing within ten (10) work days of such meeting. A copy of his/her decision shall be furnished to the administrator involved and the Association.

STEP 5. If the grievance is not resolved at Section B, Step 4 of the grievance procedure the Association may submit the grievance to the Federal Mediation and Conciliation Service. It is understood that only grievances involving termination of employment (except in the case of termination of services or failure to re-employ any probationary administrator), or grievances not responded to at the Superintendent's level within the time limits (and not extended by written agreement of the parties) would be subject to arbitration under this grievance procedure.

Written notice of the intent to file for arbitration to the Federal Mediation and Conciliation Service shall be delivered to the Superintendent within 20 work days after receipt of the Superintendent's Answer in Section B, Step 4.

The written notice shall identify the provisions of the agreement allegedly violated, shall state the issue(s) involved and the relief requested. If no such notice is given within the 20 work day period, the Superintendent's answer shall be final and binding on the Association, the employee or employees involved, and the Board of Education.

If in the event the administrator elects legal action through the judicial system, arbitration as a means of resolution does not apply.

SECTION C — ARBITRATION

1. The Arbitrator shall have no authority to:
 - (a) Add, subtract from, alter or modify any terms of this agreement.
 - (b) Substitute her/his discretion or judgment with respect to any matter this agreement consigns to the Board's discretion or judgment.
 - (c) Interpret any policy, practice, or rule, except as necessary in interpreting or applying this agreement.
 - (d) Formulate or add any new policy or rule; or
 - (e) Establish wage scales or change any wages.
2. At the time of the arbitration hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association or the Arbitrator, at the close of the hearing, the arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
3. The fees and expenses of the arbitrator and the fees and the expense of the arbitration shall be shared equally by the Board and the Association. The expenses and the compensation for each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.


4. Problems within the meaning of this procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of the clauses of this agreement, and about alleged violations of this agreement. The arbitrator shall not have any jurisdiction to consider any claim of which both parties have not had reasonable notice prior to the arbitration hearing.
5. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.
6. No grievance shall be filed by an administrator or continue to be processed after the effective date of his/her resignation.
7. Any and all grievances resolved at any step of the grievance procedure as contained in this article shall be binding on the school district, the Association, and any and all unit employees involved in the particular grievance.

ARTICLE XIV
DURATION


The terms of this Agreement will be in effect from July 1, 1997 through June 30, 2000.

YPSILANTI PRINCIPALS AND
ADMINISTRATORS ASSOCIATION

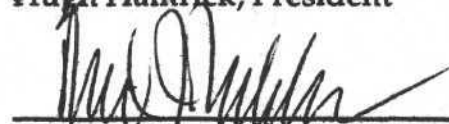
BOARD OF EDUCATION



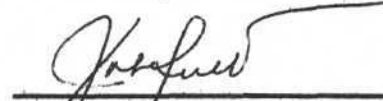
Carole Jenkins, President



Hugh Hamrick, President



David J. Zuhlke, Superintendent



John C. Fulton, Executive Director
Human Resources

APPENDIX A
PROFESSIONAL COMPENSATION

SECTION A — SALARY AND RANGE PLACEMENT

1. For salary ranges, see attached 1997-99 Salary Schedule. [This language would include a 1.5 percent salary increase for the 1997-98 school year and a 2.0 percent increase for the 1998-99 school year.]

For the 1999-2000 school year, the Board agrees to offer the same salary compensation (percentage) agreement reached between the Board of Education and the Ypsilanti Education Association.

2. Each salary range will have nine (9) steps from the first step to the top step. The administrator will move one step with each satisfactory evaluation or in the case of no evaluation being performed in accordance with Article V, Section A.
3. The Board of Education may grant credit for previous administrative experience to newly hired administrators and have the authority to employ an administrator at any step of the salary schedule. However, under normal circumstances, experience credit shall not exceed a total of five (5) years.

In the case where an administrator has been granted more than five (5) years experience credit, the Board shall inform, in writing, the Association of the extenuating circumstances which resulted in the granting of such credit.

4. When a new position is created or an existing position is changed or combined with another, either of which cannot be properly placed on the salary schedule, the Board will notify and consult with the Association in advance of establishing a salary for such position.
5. The employee or the Association may petition the Superintendent for the reclassification of a position or positions within the bargaining unit.

SECTION B — SALARY ADDENDA

1. School administration assignments for the 43rd, 44th, and 45th week will be paid at 100% of the weekly salary and 80% thereafter.

SECTION B — SALARY ADDENDA (continued)

2. The Board of Education will provide the following for an earned double Master's Degree or an earned Specialist Degree and for an earned Doctorate Degree:

	<u>1997-2000</u>
Double Master's Degree	\$916
Specialist Degree	\$916
Doctorate Degree	\$1,221

Such degrees shall be in the area of school administration/leadership and shall be provided to all administrators with payment commencing with the school year immediately following acquisition of such degrees. Payment shall continue as a yearly addendum to the administrator's salary.

APPENDIX B

SCHOOL ADMINISTRATOR FRINGE BENEFITS

SECTION A — INSURANCE AND HEALTH COVERAGE

1. Insurance

The Board of Education will:

- (a) provide an \$85,000 life insurance policy.
- (b) provide a long term disability policy for all YPAA members similar to that currently provided. Such a policy will provide benefits equivalent two-thirds of salary subject however to a monthly limit of \$3,500.00.
- (c) continue to cover the YPAA members under the Ypsilanti Board of Education group liability policy.

It is understood that the Board's obligation is to pay the premiums for said policy; the benefits and coverage under the policy are subject to the terms and conditions contained in the contract between the District and the Carrier.

2. Health Benefits

- (a) The Board of Education shall provide the YPAA bargaining unit members the same Blue Cross and Blue Shield health benefits as are extended to members of the YEA bargaining unit.
- (b) If a member elects not to utilize this benefit, the Board will pay a member a stipend or annuity (at the member's option) of \$1,100.00. A member electing not to utilize this benefit must notify the Office of Human Resources by September 30 of the year in question or twenty (20) days following Board ratification of the agreement on years of the new agreement negotiation.

3. Dental and Vision

The Board of Education will:

- (a) provide for all YPAA members a dental insurance policy which will have benefits not less than 100% general coverage, 90% prosthetics and 90% orthodontic (with a \$1,500.00 lifetime orthodontic maximum).
- (b) provide for YPAA members the same vision coverage as provided to members of the YEA bargaining unit.

SECTION B — GENERAL PROVISIONS

1. Sick Leave

The Board of Education will provide the following sick leave policy:

- A. Fifteen (15) sick days per year for the first ten (10) years in the school system.
- B. Twenty (20) sick days per year for each year beyond the tenth year.
- C. Six (6) Administrative leave days per year. All Administrative leave days to be charged against sick leave.
- D. Sick days may accumulate up to two hundred and forty-one (241) days.

2. Sick Bank

The executive board of the YPAA and the Superintendent of Schools will continue to administer the YPAA sick bank. Each new YPAA member will contribute six (6) days toward the sick bank to be used for sick leave to the start of the long-term disability policy (see Appendix B II.). The YPAA may vote to assess each member more days to be placed in the sick bank if it becomes depleted.

3. Professional Organizations and Development

Each member of the YPAA will be reimbursed up to \$1,000.00 for professional organization membership and/or professional development (e.g. conferences, workshops or training seminars or tuition in one leadership course per year). Funds not expended by a unit member for reimbursements in a given year may be carried over and expended the following school year.

4. Travel

Out-of-district travel will continue to be paid at the rate of 33¢ per mile.

5. Employee Assistance Program

The Board shall provide the members of the YPAA the same benefits under the established Employee Assistance Plan as afforded members of the YEA. Such participation shall be confidential and on a voluntary basis.

6. MASB-SFT

Additional fringe benefits offered by MASB-SFT may be procured by payroll deductions under conditions defined by MASB-SFT.

SECTION C — EARLY RETIREMENT INCENTIVE

General Provisions:

This provision only applies to those administrators hired prior to September 3, 1992 who are (1) at the top of the salary schedule, (2) have fifteen (15) or more years of service in the Ypsilanti School District, and (3) will have reached the age of fifty-five (55) by September 1 following the last year of service or will be eligible for state school employee retirement benefits upon retirement or have completed twenty-five (25) or more years of service in the District.

The amount of the incentive shall be based on the retiree's age of July 1 preceding the last year of employment. An Administrator shall notify the Board of intent to retire under this provision by January 1 of the school year at the end of which retirement will occur. An appropriate contractual form shall be signed by the Administrator and the Board that guarantees that the Administrator will retire at the close of the school year.

In the event that any provisions of this ERI program are found to be contrary to law, an Administrator who had retired under this program shall be eligible to return to work in the first available position for which he/she is qualified. Said Administrator will have the same bumping benefits as an Administrator returning from leave and shall be entitled to any sick leave that was accrued prior to the time of retirement.

The Board shall pay Administrators who elect early retirement according to the following schedule:

Option A

Retirement before Age 55.....	70% of final contract
Retirement at age 55.....	70% of final contract
Retirement at age 56.....	57% of final contract
Retirement at age 57.....	49% of final contract
Retirement at age 58.....	41% of final contract
Retirement at age 59.....	29% of final contract
Retirement at age 60.....	21% of final contract

Option B

Retirement at age 55-58 -- thirty percent (30%) of final contract upon retirement and eight percent (8%) per year through age sixty-two (62). The retiree shall name a beneficiary to receive the balance of the payments in the event of the death of the retiree prior to age sixty-two (62). The Board may request the retiree to provide ten (10) days of consultant service per year each year this option is in effect. However, it is understood that the consultant services do not mandate the retiree's physical presence in Ypsilanti.

Option C

Retirement at age 59-60 -- fifteen percent (15%) of final contract upon retirement and five percent (5%) per year through age sixty-two (62). The retiree shall name a beneficiary to receive the balance of the payments in the event of the death of the retiree prior to age sixty-two (62). The Board may request the retiree to provide ten (10) days of consultant service per year each year this option is in effect. However, it is understood that the consultant services do not mandate the retiree's physical presence in Ypsilanti.

The amount of incentive shall be based on the retiree's age on July 1 preceding the last year of employment. An Administrator shall notify the Board of his/her intent to retire under this provision by August 1 preceding the school year at the end of which retirement will occur. An appropriate contractual form shall be signed by the Administrator and the Board that guarantees that the Administrator will retire at the close of the school year. The Board may pay the ERI in any form, as long as payment is made on or before June 30 each effective school year.

In the event that any provisions of this ERI program are found to be contrary to law, an Administrator who has retired under this program shall be eligible to return to work in the first available position for which he/she is qualified. Said Administrator will have the same bumping benefits as an Administrator returning from leave and shall be entitled to any sick leave that was accrued prior to the time of retirement.

Health Benefits

The Board of Education will provide the Blue Cross and Blue Shield health benefits for the first year of early retirement.

SECTION D — ALTERNATIVE RETIREMENT INCENTIVE BONUS

For those members who are not eligible for the above stated Early Retirement Incentive program (Appendix B, Section XII), the Board offers the following:

Members who retire and leave the district between January 1 and March 31, 1998 will be entitled to a \$10,000 retirement incentive payable on September 1, 1998. Members who retire by submitting a letter to the Board of Education between January 1 and March 31, 1998 and leave the district effective for the 1998-99 school year will be entitled to a \$10,000 retirement incentive bonus payable September 1, 1998.

Members who retire and leave the district between April 1 and May 31, 1998 will be entitled to a \$7,500 retirement incentive payable on September 1, 1998.

SECTION D — ALTERNATIVE RETIREMENT INCENTIVE BONUS (continued)

Members who retire by submitting a letter to the Board of Education between April 1 and May 31, 1998 and leave the district effective for the 1998-99 school year will be entitled to a \$7,500 retirement incentive bonus payable September 1, 1998.

Members who retire and leave the district between June 1 and July 31, 1998 will be entitled to a \$5,000 retirement incentive payable on September 1, 1998.

Members who retire by submitting a letter to the Board of Education between June 1 and July 31, 1998 and leave the district effective for the 1998-99 school year will be entitled to a \$5,000 retirement incentive bonus payable September 1, 1998.

SECTION E — RETIREMENT LEAVE PAYMENTS

Retirement Longevity Payment

In recognition for service to the School District a retirement longevity payment of seventy-four (\$74.00) dollars per year of service in this District shall be paid upon retirement or death provided the administrator shall have been employed in the School District for at least ten (10) years. This payment is contingent upon approval of the State School Employee's Retirement System of eligibility for immediate benefits upon retirement.

Retirement Sick Leave Payment

Any administrator who retires and is not eligible at that time to participate in the Early Retirement Incentive Program or who does not elect ERI benefits shall receive a stipend equal to thirty-seven (\$37.00) dollars per unused sick leave days at the time of retirement or death. This payment is contingent upon approval of the State School Employee's Retirement System of eligibility for immediate benefits upon retirement.

Payment of Retirement Leaves

Any administrator who is eligible for retirement payments outlined in Appendix B paragraph XII and/or Appendix B paragraph XIII, and who has submitted an official letter of retirement (or resignation if at least age 55) on or before July 1, will receive the Early Retirement Incentive (Article XII) and Retirement Leave Payment (Article XIII) on September 1 of the same calendar year.

Any administrator who leaves after July 1 will receive the Retirement Longevity Payment and the Retirement Leave Payment on September 1 of the next calendar year.

APPENDIX C

INDIVIDUAL POSITIONS RECOGNIZED WITHIN THE YPAA

Principal: High School
Middle School
Elementary School (includes Perry Child Development Center)
Special Education Program
Safe Schools Program

Assistant Principal: High School
Middle School

Director: Special Education
Curriculum
Evaluation and Special Projects
Adult and Community Education
Computer Services
Data Processing
Regional Career Technical Center
Athletics and Physical Education
Auxiliary Services

Assistant Director: Special Education
Regional Career Technical Center

Coordinator: Adult and Community Education
Alternative Education
Technology

APPENDIX D

Submit Original and 4 carbons

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN
REGISTRATION of GRIEVANCE

_____	_____
(DATE FILED)	(GRIEVANCE NUMBER)
_____	_____
(NAME OF AGGRIEVED)	(BUILDING ASSIGNMENT)
_____	_____
(TEACHING ASSIGNMENT)	(YEAR FIRST EMPLOYED BY THIS DISTRICT)

STATEMENT of GRIEVANCE: _____

Specific Article and Section of Agreement Violated: _____
(ARTICLE) (SECTION)

Date(s) Oral Discussion(s) held with Administrator:
Date _____ Date _____ Date _____

Results of Oral Discussion(s) with Administrator as Indicated in Item 8:

Detailed Reason for Grievance: _____

Action Requested by Aggrieved: _____

(SIGNATURE OF AGGRIEVED) (SIGNATURE OF ASSOCIATION REPRESENTATIVE)

WRITTEN GRIEVANCE RECEIVED BY ADMINISTRATOR:

(DATE RECEIVED) (ADMINISTRATOR'S SIGNATURE)

ADMINISTRATIVE DISPOSITION:

(DATE) (ADMINISTRATOR'S SIGNATURE)

Date Submitted to Superintendent _____

Meeting on Grievance Held _____

Superintendent's Disposition: _____

WHITE to Superintendent YELLOW to Assistant Superintendent GREEN to Principal BLUE to Association PINK to Grievant

YPAA SALARY SCHEDULE

1997-98

Step	HIGH SCHOOL PRINCIPAL	DIRECTOR I & MIDDLE SCHOOL PRINCIPALS	ELEMENTARY & SPEC AREA PRINCIPALS	HIGH SCHOOL ASSISTANT PRINCIPALS	DIRECTOR II	MIDDLE SCHOOL ASSISTANT PRINCIPALS & COORDINATORS	COORDINATOR II
1	71,956	65,695	61,868	61,192	57,985	55,611	49,487
2	73,232	66,881	63,057	62,380	59,173	56,799	50,675
3	74,503	68,070	64,246	63,568	60,362	57,986	51,863
4	75,774	69,258	65,435	64,753	61,552	59,176	53,051
5	77,048	70,445	66,622	65,943	62,738	60,364	54,239
6	78,321	71,635	67,811	67,129	63,925	61,553	55,427
7	79,593	72,822	68,998	68,319	65,113	62,739	56,615
8	80,866	74,010	70,187	69,508	66,303	63,926	57,803
9	82,138	75,197	71,376	70,696	67,491	65,114	58,991

YPAA SALARY SCHEDULE

1998-99

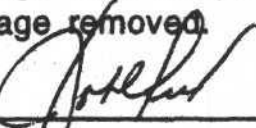
Step	HIGH SCHOOL PRINCIPAL	DIRECTOR I & MIDDLE SCHOOL PRINCIPALS	ELEMENTARY & SPEC AREA PRINCIPALS	HIGH SCHOOL ASSISTANT PRINCIPALS	DIRECTOR II	MIDDLE SCHOOL ASSISTANT PRINCIPALS & COORDINATORS	COORDINATOR II
1	73,396	67,009	63,106	62,416	59,145	56,723	50,477
2	74,697	68,219	64,318	63,627	60,357	57,935	51,689
3	75,993	69,431	65,531	64,840	61,569	59,146	52,900
4	77,289	70,643	66,744	66,048	62,783	60,359	54,112
5	78,589	71,854	67,954	67,261	63,993	61,571	55,324
6	79,888	73,067	69,167	68,472	65,203	62,784	56,536
7	81,185	74,279	70,378	69,685	66,416	63,994	57,747
8	82,483	75,490	71,591	70,898	67,629	65,204	58,959
9	83,781	76,701	72,803	72,110	68,841	66,417	60,171

Pay periods commence on July 1 of the contract year. Administrators will have the option of taking 21 or 26 pays. Any administrator terminating employment prior to working days equal to pay received shall immediately reimburse the district that amount.

The above salary scale is for a work year of 42 weeks with the exception of the high school principal which will be 45 weeks.

LETTER OF UNDERSTANDING

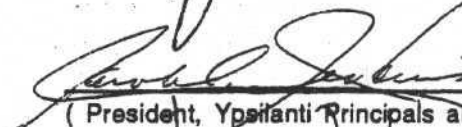
The committee on Evaluation and Job Descriptions, consisting of persons representing central administration, the Board of Education and the Ypsilanti Principals and Administrators Association (YPAA), have as of November 4, 1997 not completed its charge of (1) establishing a new procedure for evaluation of district administrators, with guidelines and possible new format, (2) writing job descriptions for each position within the YPAA (appendix C) and (3) establishing guidelines for a Administrator Improvement Plan. Therefore, we the undersigned agree to an extension of Article V , Evaluation until such time that the new master agreement language on the process and procedure is written and agreed upon by both parties. Ypsilanti Principals and Administrators Association and Central Administration agree to a time line of not more than 3 months from the date of ratification of the new master agreement. At such time the new language shall be placed within the new master agreement and the present language removed.



(Executive Director of Human Resources)

11-4-97

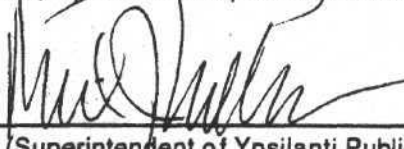
(date)



(President, Ypsilanti Principals and Administrator Association)

11/4/97

(date)



(Superintendent of Ypsilanti Public School)

11/4/97

(date)



