



Agreement
Between the
Plymouth-Canton Board of Education
and the
Plymouth Congress of
Administrators

2010-2012

Table Of Contents

ARTICLE I - Recognition	1
1.1 Board Recognition.....	1
1.2 Conditions Of Employment.....	1
ARTICLE II - Definitions	1
2.1 P.C.A.	1
2.2 Administrator.....	1
2.3 School.....	1
2.4 Superintendent.....	1
2.5 Designee	1
2.6 Board.....	1
2.7 Central Administration	1
2.8 Parties	1
2.9 Days	1
2.10 P.C.A.G.C.....	1
ARTICLE III – Association Rights.....	2
3.1 Use Of Facilities.....	2
3.2 Information Furnished By The Board	2
3.3 Evaluation Procedure	2
3.4 Membership Summary	2
3.5 P.C.A. Business	2
ARTICLE IV – Administrator’s Rights	2
4.1 Administrator's Rights.....	2
4.2 Citizen Complaints.....	2
4.2 CITIZEN COMPLAINTS	2
4.3 Review Of Personnel FILE.....	3
4.4 Building Responsibility.....	3
4.5 Staff Assignment	3
4.6 Administrative Support	3
4.7 Personnel Recommendations.....	3
4.8 Pupil Assignment.....	3
4.9 Student Discipline	3
4.10 Notification Of Assignment.....	3
4.11 Association Representation.....	3
ARTICLE V – Board’s Rights	4
5.1 Administrative Duties And Responsibilities	4
5.2 Rules, Policies And Regulations	4
5.3 General School Laws	4
ARTICLE VI – Employment Security	4
6.1 Individual Contract	4
6.2 Nonrenewal Of Contract	4
6.3 Professional Conduct	5
6.4 Discipline.....	5
6.5 Exclusive Procedure	5
6.6 Reduction In Personnel	5

6.7	Return Of Displaced Staff Members	6
	ARTICLE VII – Grievance Procedure	6
7.1	Definition.....	6
7.2	Time Limits	6
7.3	Initial Resolution	6
7.4	Grievance Representation	6
7.5	Grievance Procedure	7
7.6	Miscellaneous	8
	ARTICLE VIII – Staffing Methods and Procedures.....	9
8.1	Qualifications.....	9
8.2	Administrative Vacancy	9
8.3	Administrative Assignments - New Positions	9
8.4	Voluntary Transfer	9
8.5	Reduction In Personnel	10
8.6	Staff Assignments.....	10
8.7	Administrator Assignments.....	10
8.8	Temporary Appointment	10
8.9	District Curriculum And Policy Information	10
8.10	Opening New Schools	11
8.11	Probationary Period	11
8.12	Administrative Staff Assistance.....	11
	ARTICLE IX – Administrator Evaluation	11
9.1	Process And Procedure.....	11
9.2	Conference	12
9.3	Program Of Assistance.....	12
9.4	Nonrenewal	13
	ARTICLE X – Leave Policies.....	13
10.1	Sabbatical Leave	13
10.2	Unpaid Leaves	15
	ARTICLE XI – Compensation and Insurance Programs.....	16
11.1	Salary Schedule.....	16
11.2	Family Insurance	16
11.3	Life Insurance	17
11.4	Disability Insurance.....	17
11.5	Sick Leave	17
11.6	Funeral Leave	17
11.7	Physical Examinations.....	17
11.8	Tax Sheltered Annuity	18
11.9	Payroll Deductions	18
11.11	Professional Conference/Meetings	18
11.12	Dental Insurance.....	18
11.20	Educational Level Credit	18
11.13	Tuition Rebate	18
11.19	Supplemental Fringe	19
11.14	Paid Holidays	19
11.15	Retirement	19
11.17	Reimbursement For Mileage.....	19

	PAGE
11.18 Vacation Schedule	20
ARTICLE XII – Entire Agreement Clause.....	20
12.1 Entire Agreement Clause.....	20
ARTICLE XIII - Severability	20
13.1 Severability	20
ARTICLE XIV – Miscellaneous Provisions	20
14.1 Meeting Of Mutual Concerns.....	20
14.2 Working Relationships.....	20
ARTICLE XV – Duration and Termination	22
Duration And Termination.....	22
APPENDIX A.....	23
Salary Calculations/Increases	23
APPENDIX B.....	25
APPENDIX C.....	26

ARTICLE I Recognition

- 1.1 **BOARD RECOGNITION.** The BOARD recognizes the ASSOCIATION as the exclusive bargaining representative pursuant to Act 379, P.A. 1965, as amended, for all administrative employees including elementary, middle school and high school principals, assistant principals, high school area coordinators, certified directors and assistant directors, supervisors, coordinators, but excluding the Superintendent, Deputy Superintendent, Assistant Superintendents, Executive Directors, Non-Affiliated Directors, Coordinators, and Supervisors, Administrative Assistants, and all non-certified administrative positions.
- 1.2 **CONDITIONS OF EMPLOYMENT.** The Board agrees that before establishing any rates of pay, wages, hours or other conditions of employment for any new position which would be within the bargaining unit, it will negotiate with the Plymouth-Canton Administrators for their recommendations on such matters. Final decisions shall be the sole responsibility of the Board or its designated representative.

ARTICLE II Definitions

- 2.1 **P.C.A.** The term "P.C.A." referred to in this Agreement shall refer to the Plymouth-Canton Administrators.
- 2.2 **ADMINISTRATOR.** The term "Administrator" when used hereinafter shall refer to all employees in the bargaining unit as defined above in 1.1.
- 2.3 **SCHOOL.** Whenever the term "School" is used, it is to include any work location or functional work division.
- 2.4 **SUPERINTENDENT.** Whenever the term "Superintendent" is used, it shall include only that person and not his/her designees.
- 2.5 **DESIGNEE.** Whenever the term "Designee(s)" is used, it shall include those parties so authorized to act in place of the BOARD or the Superintendent.
- 2.6 **BOARD.** Whenever the term "Board" is used, it shall refer to the Board of Education only.
- 2.7 **CENTRAL ADMINISTRATION.** Whenever the term "Central Administration" is used, it shall mean the administrators excluded from coverage of this Agreement.
- 2.8 **PARTIES.** Whenever the term "Parties" is used, it shall mean the employer school district (The Board of Education, Superintendent, and Central Administration) and the P.C.A.
- 2.9 **DAYS.** Whenever the term "days" is used, except when otherwise noted, it means weekdays (excluding weekends and holidays).
- 2.10 **P.C.A.G.C.** The term "P.C.A.G.C." referred to in this Agreement shall refer to the Plymouth-Canton Administrators Grievance Committee.

ARTICLE III
Association Rights

- 3.1 USE OF FACILITIES. The P.C.A. shall be granted the use of school facilities with approval, as outlined in the Board Policy on use of school facilities. P.C.A. members may also use, without cause, telephones, (local calls), typewriters, computers and other forms of electronic communication devises, duplicating machines and other building office equipment for the purpose of conducting P.C.A. business. The cost of materials and supplies used for such business will be paid by the P.C.A.
- 3.2 INFORMATION FURNISHED BY THE BOARD. The Board agrees to furnish, within a reasonable time, (2 weeks from date of request), verified and/or Board approved information requested by the ASSOCIATION concerning the finances of the district.
- 3.3 EVALUATION PROCEDURE. The ASSOCIATION shall be informed prior to any changes in the evaluation procedures or instruments used by members of the ASSOCIATION in evaluating employees outside the bargaining unit.
- 3.4 MEMBERSHIP SUMMARY. The ASSOCIATION shall be provided a membership summary of pertinent salary information of the Bargaining Unit upon reasonable request.
- 3.5 P.C.A. BUSINESS. The Board and the P.C.A. recognize the responsibilities imposed on the P.C.A. and grant permission and a reasonable amount of time to the designated representatives of the P.C.A. to participate in grievance matters, citizen complaints, and/or the administration of provisions of the Agreement requiring P.C.A. participation.

ARTICLE IV
Administrator's Rights

- 4.1 ADMINISTRATOR'S RIGHTS. Nothing contained herein shall be construed to deny or restrict any administrator's rights he may have under the Michigan General School Laws. Board Policies, not in conflict with the Master Agreement, shall remain in force at the option of the Board of Education.
- 4.2 CITIZEN COMPLAINTS. In the event that a citizen should voice a complaint concerning an administrator, an employee whom he/she supervises, or a program, the following procedure shall be followed:
 - 1. The citizen shall first discuss the matter with the affected administrator.
 - 2. Should the complaint remain unresolved, the citizen, if further action is desired, shall place the complaint in writing and submit it to the Administrator's immediate supervisor. No action will be taken until the affected administrator has been given the opportunity to provide the necessary background information either orally or by confidential memorandum.
 - 3. Should the complaint remain unresolved, the Superintendent or his/her designee, shall investigate the same. No action will be taken until the affected administrator has been given the opportunity to discuss the complaint with the Superintendent or his/her designee.

4. The Superintendent may prepare a report and may make a recommendation to the Board within thirty (30) days. The Association shall have the right to conduct a parallel investigation and to review the evidence.
 5. At no time will the specific contents of disciplinary action taken against an administrator be shared with the public without written permission of the affected administrator. The affected administrator will be notified of all Freedom of Information (FOIA) requests regarding information contained his or her personnel file.
- 4.3 REVIEW OF PERSONNEL FILE. Each administrator shall have the right upon request to review the contents of his/her personnel file. He/She shall have the right to have a representative of the P.C.A. accompany him/her in such review. All reviews shall be made in the presence of the Executive Director of Human Resources or his/her designated representative. Privileged information such as confidential credentials from universities and other items relating to personal references normally sought at the time of employment, are specifically exempt from such review. No more than one (1) official file shall be kept on each administrator.
 - 4.4 BUILDING RESPONSIBILITY. No building principal or assistant principal shall be responsible for the operation of more than one building, unless discussion takes place between Board Representative and P.C.A. Representative in advance of any such assignment.
 - 4.5 STAFF ASSIGNMENT. Each building principal shall have the right to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies and any applicable collective bargaining agreement covering said staff member. It is agreed that any complaint by staff member regarding his/her assignment shall not proceed above the building level except through a recognized grievance procedure.
 - 4.6 ADMINISTRATIVE SUPPORT. The Board and the Superintendent shall support the actions of administrators when said actions are within the scope of the administrator's employment and in accordance with Board Policies and Procedures.
 - 4.7 PERSONNEL RECOMMENDATIONS. The Board agrees that each principal, coordinator, and director whenever possible shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment to his/her building or department. Prior notice of this opportunity shall be provided to the Administrator.
 - 4.8 PUPIL ASSIGNMENT. Each building principal shall have the right to make the determination regarding each pupil's assignment within his/her building as long as this determination is made in accordance with the Board's policies concerning the classification and promotion of pupils.
 - 4.9 STUDENT DISCIPLINE. Each building principal shall have the right to control discipline within his/her building consistent with the law unless otherwise limited by Board Policies and Procedures concerning the discipline of students.
 - 4.10 NOTIFICATION OF ASSIGNMENT. All Administrators shall be notified, if at all possible, by May 1st of their administrative assignments for the upcoming school year.
 - 4.11 ASSOCIATION REPRESENTATION. Administrators shall be entitled to ASSOCIATION representation, upon request, at conferences where disciplinary action will be discussed or where discipline will be imposed.

ARTICLE V
Board's Rights

- 5.1 ADMINISTRATIVE DUTIES AND RESPONSIBILITIES. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, district or local laws, or regulations as they pertain to education.
- 5.2 RULES, POLICIES AND REGULATIONS. The Board retains sole right and shall have the right to manage and conduct its obligation in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of this Agreement. Without limiting to any extend the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any rules, policies and regulations which do not violate the terms of this Agreement, and which it considers necessary or advisable for the safe, effective and efficient operation of the School District. Any administrator who violates or fails to comply herewith shall be subject to such provision of the Agreement which relates to such discipline or discharge.
- 5.3 GENERAL SCHOOL LAWS. The Board, Superintendent (including Central Administration) retains the right, among others, to establish and equitably enforce reasonable rules, and personnel policies relating to the duties and responsibilities of administrators, which are not inconsistent with specific provisions of this Agreement, and which do not otherwise directly affect wages, hours, and conditions of employment. If the Board contemplates a change which directly affects wages, hours and conditions of employment, such matters will be subject for negotiations with the P.C.A.

ARTICLE VI
Employment Security

- 6.1 INDIVIDUAL CONTRACT. Each administrator in the bargaining unit shall be given a two (2) year individual contract. If the administrator is not given notice of nonrenewal, the contract shall annually be renewed. If the administrator does not receive notice of layoff, program of assistance, or termination as a result of the evaluation procedure by March 30th, it shall be extended and reviewed for an additional year on an annual basis. Interim contracts shall be prorated to July 1.
- 6.2 NONRENEWAL OF CONTRACT. In the event an administrator's contract is not renewed, the administrator will be provided the due process procedure, as follows:

FIRST YEAR:

- A. If the nonrenewal is pursuant to the program of assistance (Article IX, Section 9.3), within ten (10) days of receipt of the notice of nonrenewal, the administrator shall submit a statement of opposition to the Superintendent specifying the areas of differences and reasons thereof, and will be granted a hearing with the Superintendent and Board, upon request.

SECOND YEAR:

- B. If the nonrenewal is based upon reasonable and just cause in the performance of the administrator's duties, the administrator shall be given written charges of such claim. The

administrator shall, within ten (10) days of receipt of the charges, submit an answer to the charges and will be granted a hearing with the Superintendent and the Board, if so desired.

- C. Under subsections A and B above, if the hearing is requested, it shall be held within fifteen (15) days, with a written determination issued within ten (10) days therefrom.
- D. At the hearing, the administrator may be represented by counsel, and the administrator shall have the opportunity to present testimony and cross-question persons speaking in support of the nonrenewal.

6.3 PROFESSIONAL CONDUCT. The administrator agrees to perform the employment duties and functions in a manner that encourages quality in the educational process and is in accordance with the policies, rules and regulations of the Board and/or Superintendent. In the event of acts of misconduct in the performance of the administrator's duties, as opposed to non-satisfactory performance, said administrator may be terminated pursuant to the provisions set forth in Section 6.2 above.

6.4 DISCIPLINE.

- A. No administrator shall be disciplined (i.e., written reprimand, reduction in compensation, suspension without pay) without reasonable and just cause. In the event of discipline, the Board, Superintendent or his/her designee, shall provide the administrator with written notice identifying the specific reason or cause for the discipline.
- B. The administrator shall have recourse through the grievance procedure.
- C. At no time will the specifics of the disciplinary action taken be shared with the public without written permission from the disciplined administrator except as required by state and/or federal law or applicable court of competent jurisdiction.

6.5 EXCLUSIVE PROCEDURE. The procedure for nonrenewal of contract set forth above shall be the exclusive procedure under this Agreement.

6.6 REDUCTION IN PERSONNEL. Should the Board determine it necessary to reduce the number of administrators by layoff of employment, the following procedure shall prevail:

- A. Every administrator who has satisfactorily completed the applicable probationary period under the Michigan Tenure Act shall have tenure as a teacher in the School District. Any reduction of administrative personnel shall mean the administrator so affected will be reassigned to a teaching position for which he is certified and qualified unless he becomes eligible for reassignment to another administrative position as provided herein.
- B. Notice of reassignment shall be given by the Board at least ninety (90) calendar days prior to the expiration of the current school year.
- C. Any administrator serving on a temporary basis in any administrative position shall be the first to be subject to reassignment. Regularly assigned administrators needing reassignment because of reduction in a different position or a different level may apply for the position so vacated.
- D. The Board will designate the organizational level(s) where reductions will occur. In determining the administrator to be reduced from such level, length of administrative service to the District will be the determining factor. When a problem arises in regard to

the reduction, as identified by the Superintendent or an affected P.C.A. member, a committee of three (3), with one member appointed by the Superintendent and one member appointed by the P.C.A., and the third member selected by the two members, shall be assigned to make the decision as to who shall be reduced and/or retained. In making its decision, the committee shall utilize the following criteria:

1. qualifications
2. length of service at that level
3. record of attendance
4. least disruption to the operation of the District.

E. An administrator scheduled for reduction may exercise his/her displacement rights if he/she has more administrative experience in the District than the administrator he/she wishes to displace on the following basis. A principal may displace an assistant principal or area coordinator (based upon qualifications/certification). A director may displace his/her assistant director or another director in a different title if the director has previously satisfactorily held the position in question for a period of one year provided he/she has more administrative experience in the District than the other director. A director may displace an assistant principal if the director has previously satisfactorily held an assistant principal or principal position for a period of one year provided he/she has more administrative experience in the District.

6.7 RETURN OF DISPLACED STAFF MEMBERS. An administrator previously displaced due to reduction in staff shall be given priority for six (6) years over a new hire for reinstatement to the same position or to any administrative or supervisory vacancy for which he is qualified. First refusal of assignment negates further recall and all rights.

ARTICLE VII Grievance Procedure

7.1 DEFINITION. A grievance is a complaint submitted in writing by an administrator or the P.C.A., hereafter referred to as the grievant, involving any alleged violation, misinterpretation, or misapplication of any provisions of the Agreement.

7.2 TIME LIMITS. The term "days" when used in this section shall, except when otherwise noted, mean weekdays (excluding weekends and holidays). Time limits may be extended by written agreement of both parties.

7.3 INITIAL RESOLUTION. Every effort shall be made to resolve complaints at their inception. A grievance procedure is intended to provide a formal means of handling those complaints which cannot, for any reason be resolved by discussion and cooperation at their inception. When a cause for complaint occurs, the affected administrator shall be granted a meeting with the grievant's supervisor in an effort to resolve the grievance. At the administrator's discretion, the P.C.A.G.C. will be notified and may be present with the administrator at such meeting(s).

7.4 GRIEVANCE REPRESENTATION

A. The Association shall establish a Grievance Committee to be selected in a manner determined by the Association. The Association agrees that it will identify to the Board, in writing, all current officers and Grievance Committee members.

- B. In the event any representative or member of the Grievance Committee is also the grievant in the matter at issue, he/she shall then disqualify himself/herself for the case involved and shall be replaced by another member of the Association in a manner determined by the Association.

7.5 GRIEVANCE PROCEDURE. Grievances shall be presented and adjusted in accordance with the following procedures, recognizing that timelines may be extended with mutual agreement. A grievance must be filed within 25 calendar days of the original action which allegedly violated the master agreement or within 25 calendar days of when the association or any of its members should have become aware of the alleged violation. An alleged grievance involving a newly hired administrator into the bargaining unit will have an additional 30 calendar days in which to file a grievance. Timelines will be waived during July each year.

7.6 PROCEDURE

INFORMAL PROCEDURE

A. Level one:

The parties acknowledge that it is usually most desirable for an administrator and his/her supervisor to resolve problems through free and informal communication. Therefore, if an individual administrator has a personal complaint which he/she desires to discuss with his/her supervisor, he /she is free to do so without recourse to the grievance procedure. When requested, a representative of the association or member of the grievance committee may participate in resolving the complaint.

FORMAL PROCEDURE

B. Level two:

If the complaint is not resolved informally between the affected administrator and his/her supervisor, it shall be submitted in writing to the supervisor on the grievance form provided. Within seven (7) days after the submission of the grievance, the supervisor will hold a meeting with the grievant and a member of the P.C.A.G.C., the supervisor shall have ten (10) days after the conclusion of the meeting to render his/her decision.

C. Level three:

If, within ten (10) days, the P.C.A.G.C. or the administrator is not satisfied with the disposition of the grievance, the grievance may be transmitted to the Superintendent or his/her designee by submitting a written copy of the grievance form. The Superintendent or his/her designee shall meet with the administrator and the P.C.A.G.A. within seven (7) days and shall render a disposition of the grievance within ten (10) days thereafter. A copy of the disposition shall be furnished to the administrator and the P.C.A.G.A.

D. LEVEL FOUR:

If, within ten (10) days, the P.C.A. is not satisfied with the level three disposition, the grievance may be transmitted to the American Arbitration Association (AAA) by submitting a demand for arbitration with a copy to the Executive Director of Human Resources and the Superintendent of Schools. The rules and procedures of AAA will be followed.

It is understood by the parties that:

1. The arbitrator, the PCA and the Employer may call any witness in any arbitration hearing.
2. Each party shall be responsible for the expenses of the witnesses that they may call.

3. The arbitrator shall have no power or authority to rule on any matter not involving an alleged violation of the specific provisions of this agreement, nor to rule on the contents of an evaluation, termination or non-renewal of a probationary employee, or to interpret State or Federal statutes.
4. The arbitrator shall have no jurisdiction to add to, subtract from or modify any of the terms of this agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
5. The decision of the arbitrator shall be final and binding upon the parties.
6. The expenses of the arbitrator, including the filing fee, shall be paid for by the party petitioning for arbitration.

7.6 MISCELLANEOUS.

- A. An administrator may, at any time, present grievances to the Superintendent or designee, and have the grievance adjusted, without intervention of the P.C.A.G.C. if the adjustment is not inconsistent with the terms of this Agreement, and provided the P.C.A.G.C. has been given the opportunity to be present at such adjustment.
- B. An administrator may withdraw a grievance at any level without prejudice or record. However, if in the judgment of the P.C.A. the grievance presents an issue of importance, the P.C.A. may process the grievance at the appropriate level.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. It is understood, however, that no provision in this Agreement has subsistence beyond the expiration day, unless specifically agreed upon by the parties, in writing. (This is being proposed without prejudice to the Board position on this matter).
- D. For the purpose of assisting an administrator or the P.C.A.G.C. in the prosecution or defense of any contractual, administrative or legal proceedings, including, but not limited to, grievances and tenure proceedings, the Board shall permit an administrator reasonable access to and the opportunity to inspect and purchase copies of his/her personnel file and any other files or records of the Board which directly pertain to the administrator and the issues or proceedings in question. A representative of the P.C.A.G.C. may accompany and assist the administrator in this regard. Pre-employment information consisting of communications with college/university, previous employers and other reference information, however, shall not be available to the administrator.
- E. During the deliverance of any proceedings, and until a final determination has been reached, all proceedings shall be private and preliminary disposition will not be made public without the agreement of all parties.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- G. It is understood that if any administrator files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Department of Labor Bureau of Workers' Disability, Michigan Tenure Commission, and/or similar state or federal agency, said charge shall not be

subject to arbitration under this agreement. It is further understood that the Employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

The Board shall provide notice to the Association of an employee filing action in another forum as specified above within ten (10) work days of the Board's receipt of notice of such filing.

ARTICLE VIII

Staffing Methods and Procedures

- 8.1 **QUALIFICATIONS.** The parties agree that all positions shall be staffed by the most competent and qualified persons that can be secured for them. The P.C.A. also agrees that the Board shall have the right to make final decisions on the staffing of all positions covered by this Agreement by any methods and procedures set forth below.
- 8.2 **ADMINISTRATIVE VACANCY.** When school is in session, vacancies for administrative positions will be publicized including postings of such notices in each school, the Central Office, and by notification of each administrator. At times when school is not in session and for all E.S.Y. administrators, a copy of such postings will be furnished to those who leave a self-addressed stamped envelope. A vacancy is an opening which the Board desires to fill. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least ten (10) days. Any administrator in the bargaining unit may apply for such a vacancy. In filling such vacancy, the Board agrees to consider the professional qualifications, previous experience, length of service in the District and other relevant factors. The administrator may be required to submit necessary materials and/or documentation in pursuit of the position. At the administrator's request, the reasons for the selection of the successful applicant shall be reviewed with the interested applicant(s) by the Superintendent. It is understood that in the selection process, to fill any vacancy, all factors shall be considered and judged in the weighing of the needs of the individual, the School District, the students and the Board/Administration.
- 8.3 **ADMINISTRATIVE ASSIGNMENTS - NEW POSITIONS.** Vacancies and/or new positions which occur within administrative staff of the School District at any level and which provide opportunity for promotion for present administrators, shall be posted by the Personnel Office in each building and in the same manner detailed in Article VIII, Section 8.2. Such positions shall be posted with an attached job description at least ten (10) days prior to the filling of vacancies. All administrators who apply and are determined to be qualified for the open positions will be granted an interview. The administrator may be required to submit necessary materials and/or documentation in pursuit of the position. At the Administrator's request, the reasons for the selection of the successful applicant shall be reviewed with the interested applicant(s) by the Superintendent.

It is further understood that in the selection process to fill any vacancy, all factors shall be considered and judged in the weighing of the needs of the individual, the School District, the students and the Board/Administration.

- 8.4 **VOLUNTARY TRANSFER.** A voluntary transfer is a change in a bargaining unit position laterally or downward. Requests for voluntary transfers must be made in writing, giving the reason for the request, the position requested and administrator's qualifications for such position. Such

requests are to be submitted to the Superintendent or his/her designee, and renewed annually if they are to remain active.

- 8.5 REDUCTION IN PERSONNEL. Every administrator who has satisfactorily completed the applicable probationary period under the Michigan Tenure Act shall have tenure as a teacher in the school district. Any reduction of administrative personnel shall mean the administrator so affected will be reassigned to a teaching position for which he is certified and qualified unless he becomes eligible for reassignment to another administrative position as provided herein.
- 8.6 STAFF ASSIGNMENTS. The Board agrees that where practicable, the affected building administrator shall have the opportunity to interview and make recommendations concerning all personnel, certified and non-certified, who are being considered for employment to his/her building or department. Subject to the approval of the Superintendent, each building principal shall have a right to make a determination regarding a teacher's or administrator's assignment within his/her building. Such assignment shall be made in accordance with any other collective bargaining agreements which the Board has entered into and which address the subjects of assignments, work schedules, transfers, etc. It is agreed that any complaint by a building level employee regarding his/her assignment shall not proceed above the building level except through the recognized grievance procedure in such other unit's collective bargaining agreement.
- 8.7 ADMINISTRATOR ASSIGNMENTS. Administrators may be assigned to an administrative position in any particular building or location. No change in assignment shall be made for reasons of bias, vindictiveness, or discrimination, but only for good cause, as determined by the Board or Superintendent. When an involuntary transfer is necessary, the Superintendent or designee will first meet and review the reasons for the transfer with the administrator.
- 8.8 TEMPORARY APPOINTMENT. A temporary appointment may be made to fill an administrative position by the Superintendent. Replacement should first be considered from current and displaced (due to staff reduction) members of the P.C.A.

The appointment should not exceed ninety (90) days unless extenuating circumstances exist. In such cases, the appointment shall not extend beyond the end of the current school year unless a provision stating otherwise exists in the contract. The wages, hours, and working conditions shall be consistent with all other administrators at that level. The Superintendent or designee and the P.C.A. President or his/her designee shall meet to negotiate wages, hours, and working conditions relevant to the change consistent with this Agreement.

Individuals on temporary assignments or sabbatical leaves will continue to accrue seniority in the position they previously held.

- 8.9 DISTRICT CURRICULUM AND POLICY INFORMATION. It is agreed that administrators will participate in the development and implementation of curriculum and related programs. District curriculum councils/committees shall have School District administrator representation. At least one (1) member of each committee shall be appointed by the P.C.A. It shall be the right and responsibility of the administrative staff to participate in the development of the educational program and professional practices in accordance with the procedures described in Board and/or rules and regulations. It shall also be the right and responsibility of the administrative staff to provide input in the development and/or revision of policies or rules and regulations or agreement to be negotiated which govern the development of the educational program; students, professional and non-professional personnel practices; determination of educational materials; and use of school facilities. These policies and rules and regulations shall include matters covered in the Board Policy Manual, as well as any negotiated agreements with other professional groups.

8.10 OPENING NEW SCHOOLS. When any new school is to be opened, and when practicable, an administrator will be assigned, prior to the anticipated opening date, the responsibilities of that school on a full-time basis per the following schedule:

Elementary School	6 months
Middle School	9 months
High School	12 months

Said administrator shall be assigned a location and secretarial help to assist in performing such duties.

8.11 PROBATIONARY PERIOD. It is hereby understood and agreed that all new administrators in the unit shall serve a probationary period of two (2) years. In addition, each administrator, except principals, who are placed into a new position will serve a probationary period of two (2) years in that new position unless the administrator has been employed by the district as an administrator for at least five (5) years in which case the probationary period will be eighteen (18) months. During the probationary period, the administrator shall receive a probationary contract which shall be for one-year periods, and shall be conferenced at least twice each probationary contract year with the first conference to be held on or before December 1st, which will include an interim evaluation report due by December 15, and the second conference and evaluation summary with signatures will be held by March 15th of each year. Evaluations rated as satisfactory are necessary for completion of the probationary period. Upon successful completion of the probationary period, the administrator shall be offered a contract as per current Article VI, Section 6.1. If at the end of the probationary period, a person's performance is not satisfactory, he/she will be placed consistent with state law. He/she will be offered the first administrative position which becomes vacant in the same category for which he/she last received a satisfactory evaluation. This window will last up to three (3) years from the date of the unsatisfactory evaluation which resulted in the assignment change.

Any provision of the master agreement which conflicts with this provision will be modified to be consistent with this section.

8.12 ADMINISTRATIVE STAFF ASSISTANCE. The parties recognize that operational and administrative problems arise within the building due to changes in student enrollments, program additions (E.S.Y. Special Education, Federal Programs, etc.); and varying student requirements, which require adjustment in administrative and clerical assistance. The Central Administration and the P.C.A shall undertake to study and resolve any such problems. A committee shall be formed of three (3) Central Office administrators and three (3) building administrators (to be appointed by the P.C.A.) and shall meet upon the request of either party to make recommendations for changes in staffing.

ARTICLE IX Administrator Evaluation

9.1 PROCESS AND PROCEDURE. Evaluation is recognized as an ongoing process. If either party seeks changes to the evaluation tool, these changes will, upon mutual agreement, be finalized for implementation as agreed to by the parties or it will become effective the first October after the parties reach agreement. Non-probationary administrators shall be formally evaluated once every two years. Probationary administrators shall be formally conferenced at least twice each year.

The evaluation timelines will be followed:

August - September	Informational meeting with administrators
By October 1 st	Pre-evaluation conference (individual meeting)
October – May	Formal and informal observations
By December 1 st	First conference with probationary administrators
By December 15 th	Interim report
By March 15 th	Post-evaluation conference and signatures for probationary administrators who are summarized as “Unsatisfactory” or “Satisfactory.”
By June 1 st	Post-evaluation conference and signatures for non-probationary administrators who are placed on a program of assistance.
By June 15 th	Post-evaluation conference and signatures for non-probationary administrators who are summarized as “Satisfactory.”

The evaluation shall be based on the total job responsibilities and items described in the administrator's goals. Administrators will be asked to set their professional improvement goals using Leading Learning Communities: Standards for What Principals Should Know and Be Able to Do reference book. Goals can be written in the administrator's own words or by using language directly from the text. The standards and strategies for each goal will be identified on the Goal Setting and Action Plan Worksheet. These goals with their action plan will be considered the administrative evaluation Individual Development Plan for the evaluation year.

9.2 CONFERENCE. The written evaluation shall be prepared only after a conference between the affected administrator and his/her evaluator during which the proposed contents of the evaluation are discussed. Evaluative statements must be supported by facts. The administrator shall be given a copy of each evaluation. The administrator may also request that a copy of his/her personal statement be attached to the evaluation and become a part of the official record. At no time will evaluation materials, letters of reprimand or their content, or any disciplinary action, written or verbal, be shared with the public without written permission for the affected administrator except as required by state and/or federal law or applicable court of competent jurisdiction.

9.3 PROGRAM OF ASSISTANCE. In the event that the evaluator of a non-probationary administrator determines during the formal evaluation process that said administrator is not performing in a satisfactory manner, a written notice of intent to be placed on a program of assistance must be given to the administrator with specific reason (s) stated for this action. (See points A - E below.) The administrator may appeal the decision to implement this program to the Executive Director of Human Resources and the Superintendent. If the appeals are denied, the program will be instituted no earlier than March 1st, and will be carried out in the following manner:

- A. Areas of deficiency or weaknesses will be identified in writing.
- B. Written suggestions or guidelines for improvement will be made by the evaluator.
- C. If practicable, two administrators (which may include Central Administration personnel) shall be assigned to assist the Administrator.
- D. A specific plan including defined measurement criteria to improve his/her performance will be designed by the administrator and approved by his/her evaluator.

- E. Periodic reviews of no less than every month will occur. During the review sessions, the evaluator must maintain a written log of comments, which will include a general progress report. Copies will be made available upon request by the administrator and/or the P.C.A. Professional Problems Committee.

The non-probationary administrator will have the opportunity to exhibit growth and/or positive change in the designated area(s) of concern during the remaining months of the current school year. The administrator's evaluator, with written approval of his/her immediate supervisor, has the option to end the program of assistance whenever sufficient change has occurred to signify satisfactory performance. This plan will be reviewed by March 30th and may continue to be carried out during the second year of the administrator's contract if all positive changes have not occurred in each item designated in program of assistance.

If the program of assistance ends because of satisfactory performance, an addendum describing said performance will be written by the evaluator and cosigned by the Executive Director of Human Resources and the Superintendent, and placed in the administrator's personnel file.

- F. It is recognized by the parties that the Board, through its designee, may withhold salary increments and/or salary increases, in whole or in part, based on unsatisfactory performance.

- 9.4 NONRENEWAL. If, at the end of the year of assistance, the administrator's performance is determined not to fulfill the performance review program and program of assistance, then in accordance with Public Act 247, the administrator will be provided written notification of the intent for nonrenewal of contract at least ninety (90) calendar days prior to the terminal date of his/her contract. The administrator shall be given written notification at least sixty (60) days prior to the terminal date of his/her contract.

ARTICLE X Leave Policies

10.1 SABBATICAL LEAVE

- A. Administrators who have been employed as administrators for a minimum of seven (7) consecutive years shall be eligible for a sabbatical leave. If granted, said administrator shall be paid one half of his/her annual salary for a full year sabbatical, along with full related fringe benefits. Sabbatical leave of less than one full year shall have the salary reimbursement prorated to the length of the leave.
- B. A sabbatical leave shall be available to eligible administrators in order to provide an opportunity for professional improvement through formal study, research, writing and travel, or other types of experience through which the general welfare of the Plymouth-Canton Community School will benefit.
 - 1. Absence from service in the district for a period of not more than one (1) year, under the leave of absence without pay granted by the Board for professional improvement or restoration of health, shall not be deemed a break in the continuity of service required in this section. Subsequent sabbatical leaves may be granted after eligibility has been reestablished by service of an additional seven (7) years as a full-time employee.

2. Applicants must agree to the service of the Plymouth-Canton Community Schools immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years, unless physical disability makes this impossible or there is mutual agreement to the contrary. A signed agreement in the format of a promissory note shall stipulate that the failure of the administrator to provide such service shall result in the obligation to reimburse the district a proportionate part of the salary and fringe benefits paid to him during the sabbatical leave, determined by the fraction of the two (2) years not served following the leave.
- C. Application shall be made to the Sabbatical Leave Committee not later than February 1 for a leave beginning the first semester of school year, or October 1 for a leave beginning the second semester of a school year. Such application shall be accompanied by a plan for the period of the sabbatical leave.
 - D. The Sabbatical Leave Committee of the P.C.A. shall prepare a priority listing of eligible candidates and recommend names for sabbatical leave appointments within thirty (30) days of application deadlines to the Superintendent or his/her designee, for Board approval. In recommending approval of an application, the committee shall consider the date of application, the purpose of the leave, the seniority of service to the school system, the professional growth of the administrator, the potential benefit to the school system and other factors deemed pertinent by the committee. Notice of the Board's decision shall be given the applicant within forty-five (45) days of application deadlines.
 - E. An administrator, upon return from sabbatical leave, shall be restored to his/her former position or to a position of like nature and status and shall be placed at the same position on the salary schedule as he would have been had he served in the district during such period.
 - F. A sabbatical leave may be granted for a period not exceeding twelve (12) months.
 - G. The Administrator shall immediately request and obtain approval from the Superintendent or his/her designee, for any substantial change in the previously planned program of leave.
 - H. Administrators, upon return from the leave, shall file a written report with the Superintendent or his/her designee, including the names of institutions attended, courses pursued, credits received, experience gained together with the applicant's appraisal of the professional value of the activities while on leave, and the manner in which the knowledge and experience gained may be applied to the benefit of the school system.
 - I. The Board reserves the right to extend a sabbatical leave at full pay to an applicant on a special assignment for the Plymouth-Canton Community Schools provided the applicant guarantees to fulfill a four (4) year commitment immediately following his/her return.
 - J. Benefits for Sabbatical Leave:
 1. Increments shall be counted during leave.
 2. Leave time shall count toward retirement in accordance with School Code.
 3. All negotiated insurance benefits shall continue in accordance with the P.C.A. Master Agreement.
 4. Seniority will continue to accrue as an administrator.

10.2 UNPAID LEAVES

- A. Eligibility for any kind of unpaid leave of absence, except as specified, shall be dependent upon a satisfactory record of at least two (2) years continuous employment in the Plymouth-Canton Community Schools. During this period of leave, the administrator has the option of paying the life and hospitalization insurance premiums for the coverage provided in this Agreement.
- B. **MILITARY LEAVE.** A military leave of absence shall be granted in accordance with the applicable Federal and State Laws and without reference to the eligibility requirements stated in Section 10.2, A. above, to any administrator who shall be inducted or shall enlist on military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator shall be placed at the same position as he would have been had he been employed in the district during such period. Any administrator of the Board of Education covered by this Agreement who is a member of the National Guard or any other reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or vacation time during which he is engaged in the performance of official duty or training. While on such leave, he/she shall be paid an amount which, when combined with his/her military pay, would equal his/her regular salary not to exceed a total of ten (10) days in any one calendar year.
- C. **HEALTH LEAVE.**
1. **VOLUNTARY.** Health leave is defined as a period of employee absence because of personal illness or disability. Upon recommendation of a physician acceptable to both the qualified applicant and the Board, a health leave shall be granted up to a maximum of one year plus any unfinished year. At the end of such leave, the administrator must either return or resign unless a special extension is recommended by the Superintendent or his/her designee. When this administrator's health permits his/her return, he/she shall so inform the Superintendent or his/her designee, in writing and submit a statement from the physician certifying his/her fitness to return at least thirty (30) days in advance. The Board may assign a temporary replacement during this leave of absence.
 2. **INVOLUNTARY.** In the event it is necessary to consider placing an administrator on an involuntary health leave, the Board and P.C.A. will meet to agree on the appointment of a physician. In the event agreement is not reached, the Board may appoint a physician and so inform the P.C.A. If the physician appointed determines that an administrator is physically or mentally unable to satisfactorily perform his/her assigned duties, such administrator shall be placed on a mandatory health leave of no more than one year in accordance with C.1 (above).
- D. **MATERNITY LEAVE.** Without reference to the eligibility requirement stated in Section 10.2, A. (above), the Board shall grant a maternity leave of absence to a member of the bargaining unit upon written request to the Personnel Office sixty (60) days prior to the date of commencement of such leave. Said leave to be granted in accordance with the following.
1. A prospective parent will commence her leave at a time jointly determined by the administrator and her physician or adoptive agency or Probate Court. Likewise, she may terminate the leave any time after the birth or adoption of the child upon thirty (30) days notice, provided that she is physically able to perform her administrative responsibilities.

2. The initial leave period may be for the duration of the unfinished school year when leave was granted, plus two (2) consecutive semester, excluding a summer semester.
 3. The administrator shall be entitled to return to work in her position upon the concurrence of her doctor and the Board's doctor, if the Board shall so require. Maternity leave shall be treated as health leave under Article X, Section C.2.
- E. **DISCRETIONARY LEAVE.** A leave of absence may be granted to any administrator upon application to the Superintendent and approval by the Board for meritorious purposes, such as education leave, child care leave (extended maternity or adopted child) or extended health leave. (At the time of application for leave a copy will also be presented to the P.C.A. for their notification.) To qualify for the education leave, the administrator must be enrolling in an accredited college or university for the purpose of engaging in studies related to his/her administrative responsibilities.
- F. **LEAVE REPLACEMENT.** During the health leave (10.2 C & D), where applicable, the Board shall assign a temporary replacement for the administrator. While on leave, an administrator will maintain full seniority status, or its equivalent, and all applicable employment rights held before the leave was taken.
- H. **RETURN FROM LEAVE.** Notice of intention to return or resign must be sent in writing to the Superintendent by March 1 of the leave year, except where required otherwise. Failure to provide such notice shall be the equivalent of resignation. It is understood that, due to the requirements of the law, individual contracts and the administrative necessities of the district, the administrator cannot be guaranteed a specific position on return from leave. However, reasonable efforts will be made to place the administrator in his/her original position or in a appropriate position. "Reasonable efforts" shall not be intended to include displacement of administrators currently assigned, unless the current administrator was notified in writing of the temporary nature of the assignment.

ARTICLE XI

Compensation and Insurance Programs

- 11.1 **SALARY SCHEDULE.** The Salary Schedules for administrators covered by this Agreement is set forth in Appendix A and is attached hereto and made a part hereof.
- 11.2 a. **HEALTH INSURANCE.** The Board agrees to pay 80% of the premium/illustrated rates for medical coverage for single subscriber, two-person and full family coverage for full time employees. Employees who are insured through the district program will contribute 20% of the cost for insurance. These contributions will be payroll deducted.
- The Board reserves the right to bid and name the carrier for any portion of the plan, including prescription co-pay. Contraceptives will be added to the prescription drug plan. If there is a change in the insurance plans during the life of this agreement, the Board agrees to meet with the PCA to discuss those changes and possible implementation. *See Appendix C for details.*
- 11.2 b. All benefits, premiums and/or illustrated rates will be pro-rated for part time administrators.

- 11.3 LIFE INSURANCE. Effective upon ratification by the Board and P.C.A., fully paid group life insurance protection in the amount of \$50,000 with double indemnity in case of accidental death will be paid by the Board.
- 11.4 DISABILITY INSURANCE. The Board agrees to continue for the duration of this agreement in full force and effect the income protection and long term disability insurance. The board agrees to pay One-Hundred percent (100%) of the cost of this policy which shall provide sixty-six and two-thirds (66-2/3%) percent of gross earnings, after a ninety (90) calendar day waiting period, less any amounts paid or payable under Workers' Compensation Insurance and full disability benefits received from Social Security and Retirement benefits limited by the express terms of an insurance policy presently in force in the school district. The monthly maximum benefit shall be \$5,783.00.
- 11.4 DENTAL INSURANCE. Plymouth-Canton Community Schools' Board of Education shall pay 80% of the cost of dental coverage up to full family coverage. Employees who are insured through the district program will contribute 20% of the cost of dental insurance. Any change in the existing plan, coverage, or carrier will be subject to joint agreement by both parties. The coverage will be 100% preventive, and 90% restorative/major with an annual maximum of \$1,500. Orthodontic will have a \$50.00 deductible, be covered at 90% with a lifetime maximum of \$1500. There will be coordination of benefits (COB) sufficing for employees who have other dental coverage. The Board reserves the right to bid the carrier subject to the above coverage levels.
- 11.5 VISION INSURANCE. Plymouth-Canton Community Schools' Board of Education shall pay 80% of the cost of Plan II Vision Insurance. Employees who are insured through the district program will contribute 20% of the cost of vision insurance.
- 11.6 SICK LEAVE. Each administrator shall be allowed to accumulate one (1) day per month for illness and/or personal business. Provided, however, that an administrator who has at least five (5) years experience in the school district shall be allowed to accumulate sick and/or personal business days at the rate of fifteen (15) days per contract year. Sick leave may be accumulated to an unlimited number of days. There shall be no limit placed upon the number of personal business days that may be used. It is understood that regular attendance is the goal of the Board and P.C.A. and the use of sick leave for personal business should be used for actual and essential business purposes that cannot be transacted outside the workday. It is also understood that personal leave days may also be used as bereavement days outside the immediate family. It is further understood that permission or approval must be obtained from the administrator's supervisor. All used sick leave/personal leave/bereavement days shall be deducted from accumulated sick leave days.
- 11.7 FUNERAL LEAVE. In the event of a death in an administrator's immediate family, he/she may take up to five (5) days of his/her accumulated sick leave, with pay, for funeral related purposes. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law. Additional days may be granted in extenuating circumstances, or to travel long distances for funeral services, providing said time has been approved.
- 11.8 JURY DUTY. An administrator called for jury duty shall be compensated for the difference between the administrator's pay and the pay received for the performance of such obligation. Such duty shall not be charged to the administrator's sick leave bank. It is understood that when not actively serving jury duty, the administrator will report for work.
- 11.9 PHYSICAL EXAMINATIONS. All administrators shall demonstrate adequate mental and physical health to perform their designated duties and functions satisfactorily. In the event there is a

reasonable doubt as to the capability of the administrator performing satisfactorily because of physical or mental disability, the Superintendent may request that the administrator have an examination by a physician mutually agreed upon by the said administrator and the Board of Education at the Board's expense. If the examination indicates that the administrator cannot perform satisfactorily, the Board shall place the administrator on health leave as per the leave provisions in Article IX. If he/she wishes, the administrator shall receive payment of his/her accumulated sick leave during such health leave.

- 11.10 TAX SHELTERED ANNUITY. Opportunity will be provided for full participation by the administrator in any Board-approved tax sheltered annuity program.
- 11.11 PAYROLL DEDUCTIONS. Payroll deductions shall be allowed for United Fund, annual dues to professional organizations and P.C.A. dues. With reference to the deduction of the P.C.A. dues, administrators may sign and deliver to the proper administrative office an authorization permitting the deduction of membership dues. The sum of said dues shall be deducted in equal installments from the administrator's regular salary and remitted monthly to the treasurer of the P.C.A. together with an accounting by source.
- 11.12 FLEXIBLE SPENDING ACCOUNT. A Flexible Spending Account for employee contributions will be established to include medically related expenses and dependent care expenses in accordance with the I.R.S. regulations. Employee contributions for medically related expenses will be unlimited. The limit for dependent care expenses will be in accordance with I.R.S. regulations.
- 11.13 PROFESSIONAL CONFERENCE/MEETINGS. With prior approval from the Superintendent or his/her designee, an administrator may act as a resource person or active participant in preservice or in-service programs, professional conferences and/or professional meetings organized by some agency other than the school district.
- 11.14 SEMINARS / IN-SERVICE PROGRAMS. If budgetary funds are available, the Board shall set aside \$1,500 for in-service programs, seminars or other in-service activities for the mutual benefit of building administrators for each year of this Agreement. Such in-service activities shall be planned by a joint committee of one elementary administrator, one director, and one member of Central Office administration appointed by the Superintendent. It is understood, however, that the application of this provision shall not be mandatory, but shall be based upon need.
- 11.15 EDUCATIONAL LEVEL CREDIT. Upon application and verification (Official Transcripts) an individual Administrator shall be eligible to receive advance degree, yearly, lump sum payments as follows:

MA + 30	= \$1,000.00
SPECIALIST	= \$1,000.00
Ph.D./Ed.D.	= \$1,500.00

Verification must be received no later than October 1st of the initial year of eligibility. Eligible payments will be made the first pay of November each year.

- 11.16 TUITION REBATE. With the approval in writing and signed by the Superintendent prior to enrollment, tuition for courses beyond the M.A. + 30 hours will be paid in accordance with the established policy of rebating tuition upon successful completion of the course. In the event the administrator is requested by the Superintendent to take specified credit hour courses or to attend conferences, seminar, or workshops, the tuition or fees shall be paid by the Board. This provision became applicable July 1, 1978.

11.17 SUPPLEMENTAL FRINGE. Each Administrator shall receive a stipend amount not to exceed \$500.00 per year to be used for discretionary fringe benefit improvements. For the 2010/11 and 2011/12 school years only, this supplemental fringe was eliminated.

- A. Deferred payment benefits
- B. Professional dues

11.18 ACTIVITIES STIPEND. For the 2005-2006 and 2006-2007 school years, each administrator in the PCS (excluding Athletic Directors) will receive an Activities Stipend in a one-time, off-schedule payment on the following scale:

For 2005-2006

High School Principals and Assistant Principals	= \$ 750
Middle School Principals and Assistant Principals	= \$ 500
Elementary Principals, Coordinators, Supervisors	= \$ 375

For 2006-2007

High School Principals and Assistant Principals	= \$1000
Middle School Principals and Assistant Principals	= \$ 750
Elementary Principals, Coordinators, Supervisors	= \$ 625

This stipend is intended as compensation for after-school and evening activities and will be made in October each year.

11.19 PAID HOLIDAYS. The following holidays shall be granted to all administrators:

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Friday after Thanksgiving	Memorial Day
Christmas Eve Day	One Personal Holiday

Compensatory time shall be granted to administrators who have to work on the above-named holidays.

The days during the Christmas and New Year's break, when school is not in session, shall be additional days off and shall not be charged as off time.

11.20 RETIREMENT. Retirement pay of one hundred dollars (\$100) per year of service, up to thirty (30) years, shall be paid upon retirement, provided the administrator shall have been continuously employed in the School District for at least ten (10) years and is eligible and has made application for Michigan School Employee's Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring administrator qualifies. In addition, the district will continue paying the \$8,000 retirement supplement.

11.21 REIMBURSEMENT FOR MILEAGE. Effective July 1, 2000 P.C.A. Members will receive a \$65 monthly mileage allowance (for twelve months). If mileage directly related to school business for P.C.A. Members exceeds the \$65 monthly mileage allowance and/or expenses for housing, meals and registration fees are accrued, they will be itemized on a Monthly Mileage and Expense Report Form with mileage paid at the IRS rate per mile for travel outside the district. Principals with responsibility for outlying schools will receive an additional \$10 monthly allotment. All other administrators will submit monthly mileage requests to the Executive Director for Business for approval. For the 2010/11 and 2011/12 school years only, this mileage allowance was eliminated.

- 11.22 VACATION SCHEDULE. Administrators must complete their vacation schedule during the twelve months of the contract year (July 1 - June 30). Any unused days after the twelfth month will be lost.
- 11.23 For the 2011/12 school year all PCA employees will be required to take one (1) furlough day. This day will be the day before Thanksgiving. Furlough day will sunset at the end of the 2011/12 school year.

ARTICLE XII

Entire Agreement Clause

- 12.1 ENTIRE AGREEMENT CLAUSE. Any individual contract between the Board of Education and an administrator, heretofore executed, shall be made subject to the terms of this Agreement. If an individual contract contains any language which is inconsistent with the express terms of this Agreement, then this Agreement shall be the controlling factor.

ARTICLE XIII

Severability

- 13.1 SEVERABILITY. Should any article, section or clause of this Agreement be declared invalid by a court of competence jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from the Agreement. The remaining articles, sections and/or clauses shall remain in full force and effect for the duration of the Agreement providing the intent of the remaining language is not changed.

ARTICLE XIV

Miscellaneous Provisions

- 14.1 MEETING OF MUTUAL CONCERNS. Upon written request from either party, representatives of the Board, Superintendent and Central Administration, will schedule a meeting with an Executive Committee of the P.C.A. The purpose of any such meeting shall be informational and to discuss proper matters of mutual concern which relate to the administration of this Agreement. At least five (5) days prior to any such meeting, each committee will submit to each other a written agenda outlining the subjects proposed for discussion. The meeting shall not supplant any of the provisions and requirements of the parties as set forth elsewhere in this Agreement.
- 14.2 WORKING RELATIONSHIPS. In order to develop a sound working relationship between the parties, it is mutually agreed that:
- A. The parties will continue the formulation and implementation of the Management by Results system and management team concept. Administrators will continue to be involved in the development thereof.
 - B. A clearly established staff and line chart should be a part of a Board-approved policy. It should clearly indicate lines of authority and responsibility.

- C. Administrators should initiate upward communications with the Superintendent according to the staff or line chart. Such communications should include the attitudes, opinions, ideas and suggestions of the administrator's professional subordinates, since it is here that significant progress can be made if school district management understands their concerns.
- D. Administrators must accurately and positively represent the Board and the Superintendent and take their direction from that office according to the staff or line chart. District operating procedure should clearly point out that all administrators work for the Superintendent and take their direction from that office according to the staff or line chart.
- E. The administrative council shall continue to be utilized for the purpose of advising and participating in decision making and the administrative level.
- F. Where feasible, the administrator should expect his/her Superintendent to represent him/her with the Board in a positive and fair manner.
- G. The provisions of this Section are not subject to the grievance procedure.

14.3 COPY OF AGREEMENT. The Board agrees to provide each administrator a copy of this Agreement following ratification of the Agreement by the parties.

**ARTICLE XV
Duration and Termination**

DURATION AND TERMINATION. This agreement shall be effective as of the date of its execution and shall continue in full force and effect from July 1, 2010 through June 30, 2012.

The parties agree that the P.C.A. and Board negotiating teams shall actively commence negotiations for the Successor Agreement no later than February 1, 2012.

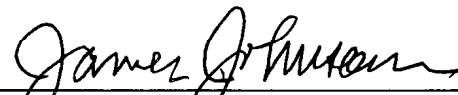
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by the duly authorized officers and representatives this 14 day of October, 2011.

PLYMOUTH-CANTON COMMUNITY SCHOOLS
ADMINISTRATORS

PLYMOUTH-CANTON
BOARD OF EDUCATION

BY:

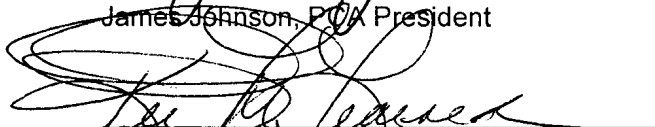
BY:



James Johnson, PCA President



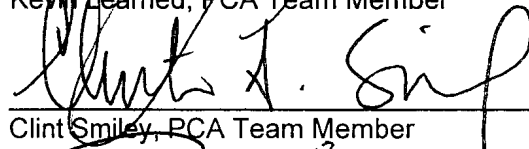
John Jackson, Board President



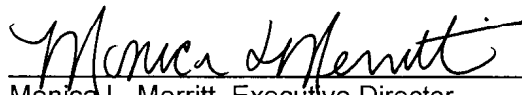
Kevin Learned, PCA Team Member



Phillip Freeman, Deputy Superintendent




Clint Smiley, PCA Team Member




Monica L. Merritt, Executive Director
for Human Resources




Roche LaVictor, PCA Team Member



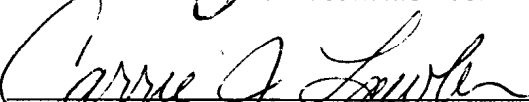
James Larson-Shidler, Assistant
Superintendent for Business Services



Timothy Schoenherr, PCA Team Member



William Zolkowski, PCA Team Member



Carrie Lawler, PCA Team Member

2011 OCT 31 PM 2:28

APPENDIX A

ADMINISTRATOR'S SALARY SCHEDULE

A. PCA SALARY CALCULATIONS

2010-2011	0.00% increase on each step – Step freeze
2011-2012	0% increase – Step freeze Create a new salary schedule adding a new step 11. Increase the top step by \$1,500 and equalize all steps with no change to step 1.

PCA members have agreed to the following conditions:

- A. If the district receives \$7350 per pupil for 2012-2013, PCA will receive a step increase on the new salary schedule effective June 29, 2012 (prior to expiration of contract).
- B. If the district does not receive \$7350 per pupil for 2012-2013, PCA will receive a step increase on the new salary schedule 2nd semester of 2012-2013 school year (January 10, 2013 – payment not retroactive)

PCA members will remain on the 2010-2011 salary schedule until either the conditions of A or B are met.

- B. The superintendent shall have the option to reduce or add up to two (2) weeks work with the mutual agreement of the employee.
- C. The assignments of High School Summer School Administrator and Drivers' Education Administrator are stipend positions and will be open to all current P.C.A. members who apply.
These positions will be stipend assignments paid at fifty percent (50%) of the administrators per diem rate for the number of days assigned to carry out the responsibilities of the assignment. Administrators selected to this assignment are expected to utilize vacation time while serving in this stipend assignment.
- D. Representatives from the P.C.A. will participate in the district cost-containment committee for health insurance.
- E. E.S.Y. Principals - Effective July 1, 1978, E.S.Y. Principals shall receive an additional \$500 per year.
- F. An administrator accepting any of the listed positions will be placed on Step One of the appropriate Salary Schedule. Any deviation from this shall be determined by the Superintendent or his/her designee, based on; prior administrative and/or teaching experience; present salary level; and educational training. Exceptions other than these will be discussed with P.C.A. Each succeeding year, the administrator shall automatically move to the next step unless he/she is on a Program of Assistance. In that case, the administrator shall remain on the same step as the previous year.
- G. Longevity
 - 1. At the beginning of the 10th year of employment with the P.C.C.S., an administrator will be paid an additional \$1,000 annually through the 15th year.

2. At the beginning of the 15th year of employment with the P.C.C.S., an administrator will then be paid an additional \$1,250 annually.
- H. The Board and Superintendent support the establishment of an Advisory Council, as directed by the Superintendent, which will consist of the Superintendent, bargaining unit leaders, or designee(s), and central office personnel.
 - I. It is also understood by the parties that any plan that may award an administrator additional compensation based on performance will not be encouraged nor discouraged by the PCA and will not be a violation of the collective bargaining agreement.
 - J. The Board also agrees to notify the PCA of any awards granted to members of the PCA..
 - K. 403 (b) Special Pay Plan. Plymouth-Canton Community Schools, the employer, has adopted and the PCA have approved a 403 (b) Special Pay Plan. The following items currently in the PCCS / PCA Master Agreement: Voluntary Retirement Compensations, Retirement Allowance, and any other “special pays” (tax qualified and retirement severance pays) will be paid through the Plymouth-Canton Community Schools 403 (b) Special Pay Plan.
 - L. All members of the bargaining unit will enroll in a Direct Deposit program and the District will not offer paper vouchers beginning as determined by payroll as soon after ratification as possible. Beginning with the 2010-2011 school year, the District will place all members of the bargaining unit on a 24 pay period schedule.

**APPENDIX B
PCA SALARY SCHEDULE**

7/1/11 - 6/30/12

No increase on steps - Salary Freeze

POSITIONS	WEEKS	STEPS										
		1	2	3	4	5	6	7	8	9	10	11
Park Principal	48	97,958	100,631	103,304	105,977	108,650	111,323	113,995	116,668	119,341	122,014	124,687
HS PRINCIPAL	47	92,980	95,600	98,221	100,841	103,461	106,082	108,702	111,322	113,943	116,563	119,183
MS PRINCIPAL	45	86,279	88,787	91,296	93,804	96,313	98,821	101,330	103,838	106,347	108,855	111,364
ELEM. PRINCIPAL	44	81,634	84,084	86,533	88,983	91,433	93,883	96,332	98,782	101,232	103,681	106,131
DIRECTORS	45	81,736	84,234	86,731	89,229	91,726	94,224	96,721	99,219	101,717	104,214	106,712
	47	85,270	87,872	90,474	93,075	95,677	98,279	100,881	103,483	106,084	108,686	111,288
ATHLETIC DIRECTORS	44	73,787	76,170	78,553	80,935	83,318	85,701	88,084	90,466	92,849	95,232	97,615
Associate Principal	46	86,279	88,788	91,296	93,805	96,313	98,822	101,330	103,839	106,347	108,856	111,364
HS ASST. PRINCIPALS	45	80,600	83,095	85,590	88,085	90,580	93,075	95,570	98,065	100,560	103,055	105,550
SUPV. OF PPS	44	81,634	84,084	86,533	88,983	91,433	93,883	96,332	98,782	101,232	103,681	106,131
MS ASST. PRINCIPALS	43	74,676	77,061	79,446	81,831	84,216	86,601	88,986	91,371	93,757	96,142	98,527
ELEM. ASST. PRINCIPALS	42	71,136	73,465	75,794	78,122	80,451	82,780	85,109	87,438	89,766	92,095	94,424
ASST. DIRECTORS	44	74,417	76,849	79,281	81,713	84,145	86,577	89,009	91,442	93,874	96,306	98,738
PRINCIPAL - ALTERNATIVE SCHOOL CURRICULUM COORDINATOR	45	76,059	78,543	81,027	83,511	85,995	88,479	90,963	93,447	95,931	98,415	100,899
FACULTY ATHLETIC MNGR.	45	76,059	78,543	81,027	83,511	85,995	88,479	90,963	93,447	95,931	98,415	100,899
ADULT ED. COORDINATOR	44	54,984	57,370	59,755	62,141	64,527	66,912	69,298	71,684	74,069	76,455	78,841
PROGRAM COORD (new 06/07)	48	59,983	62,572	65,161	67,750	70,338	72,927	75,516	78,105	80,694	83,283	85,871
PROJ. DIR. HEADSTART/PLUS	45	78,045	80,534	83,022	85,511	88,000	90,489	92,977	95,466	97,955	100,444	102,932
PROJ. DIR. HEADSTART/PLUS	44	-	-	81,634	84,043	86,452	88,860	91,269	93,677	96,086	98,495	100,903

PLYMOUTH-CANTON

Community • Schools

Affiliated Administrators

Benefit Summary Sheet

Eligibility Period: None

HEALTH

Company:	Blue Cross Community Blue PPO Plan
Telephone:	1-800-637-2227 (claims & I.D. cards)
Internet address:	www.bcbsm.com
Outside of Michigan:	1-800-810-BLUE (to locate an out of state provider)
Group/Suffix:	67982/040
 <u>Benefits:</u>	
Basic	<ol style="list-style-type: none"> 1. Hospitalization 2. Prescriptions, \$10/\$40 co-pay & 90 day mail order x 2 co-pays 3. Outpatient Psychiatric, \$20 co-pay 4. Doctor's office visit \$20 co-pay, in network. 5. Emergency room: \$100.00 co-pay unless billed as medical emergency. Urgent Care: \$20 co-pay unless billed as medical emergency. 6. Deductibles: In-Network \$100 per person/\$200 family Out-of-Network \$250 per person/\$500 family 7. Co-Insurance: In-Network 90% after deductible to max. \$500 per person/\$1000 family Out-of-Network 70% after deductible to maximum \$1500 per person/\$3000 family
Effective:	End of eligibility period
Open Enrollment:	June to be effective September 1 (Only time to enroll or add dependents if not done at the time of the event)
Benefit Year:	January – December

LIFE

Company:	CIGNA
Group:	FLX963665 Class 1
Effective:	Date of hire
 <u>BENEFITS:</u>	
	\$50,000 Term Life \$50,000 AD&D

SELF-FUNDED DENTAL

Company:	Meritain Health (A.D.N. PPO) (for A.D.N. provider information www.adndental.com)
Telephone:	1-800-748-0003
Group:	140929
Open Enrollment:	June to be effective September 1 (Only time to enroll or add dependents, if not done at the time of the event.)
Effective:	1st of the month after date of hire
 <u>BENEFITS:</u>	
COB Suffxing	<ol style="list-style-type: none"> 1. 100/90% without other coverage 2. 50% with other coverage <p style="margin-left: 20px;">\$1,500 annual max \$1,500 lifetime ortho max, with \$50 deductible</p>
Benefit year:	January – December

LONG TERM DISABILITY

Company: CIGNA
Group: LK62601- Class 5
Effective: 1st of the month after date of hire

BENEFITS: 90 calendar day qualifying period
66 2/3% of monthly salary, \$5,783 mo. max

SELF-FUNDED VISION

Company: Meritain Health
Telephone: 1-800-748-0003
Group: 140929

Open Enrollment: June to be effective September 1
(One time to enroll or add dependents, if not done at the time of the event.)
Effective: 1st of the month after date of hire

BENEFITS:

Exam.....	48.00
Single Pres. Pair of Lenses.....	63.00
Bifocal Pres. Pair of Lenses.....	72.00
Trifocal Pres. Pair of Lenses.....	90.00
Lenticular Pres. Pair of Lenses.....	108.00
Contact Lens Pres. Pair of Lenses.....	150.00
Standard Frames.....	44.00
Exam and glasses or contacts, once a year	

Benefit year: January - December

ADMINISTRATIVE SUPPLEMENT FRINGE

\$200 for Professional dues.
\$500 cash or TSA
Refer to PCA contract for additional monetary benefits

EMPLOYEE ASSISTANCE PROGRAM

Company: CIGNA
Telephone: 1-800-538-3543

FLEXIBLE SPENDING ACCOUNT

Company: Meritain Health
Telephone: 1-800-748-0003

***NOTE:** All insurance claim forms are available in the School office and in the Employee Benefit office.

Dawn Schaller
Employee Benefits Coordinator
(734) 416-4834

A

Access to his/her personnel file	8
Accumulated sick days.....	17
Acts of misconduct.....	5
Additional compensation	24
Additional days off.....	19
Adjustments	8
Administrative assignments	3
Administrative council	21
Administrative position	1, 5, 9, 10, 11
Administrative problems.....	11
Administrative support.....	3
Administrative vacancy	9
Administrator	1, 2, 3, 9, 11, 12, 14, 18, 19, 23
Administrator assignments.....	10
Advance degree	18
American Arbitration Association	7
Application for sabbatical leave	14
Appointment	10, 15
Appointment timelines.....	10
Arbitrator.....	7, 8
Arbitrator authority.....	8
Arbitrator jurisdiction	8
Areas of deficiency.....	12
Assignment change.....	11
Assistance to Administrator.....	12
Association Representation	3

B

Base salary increase.....	23
Benefits for Sabbatical Leave	14
Bereavement days	17
Board Policies and Procedures.....	3
Building office equipment.....	2
Building operation	3

C

Central administration	1
Certified and qualified	5, 10
Changes in staffing	11
Child care leave	16
Citizen complaints.....	2
Clerical assistance	11
Communications with the Superintendent	21
Compensation	16, 17
Compensatory time.....	19
Complaint by a building level employee.....	10
Complaint by staff member	3
Conditions of employment.....	1, 4
Continuity of service.....	13
Continuous employment	15
Continuously employed.....	19
Contract year.....	17, 20
Co-pay.....	16
Cost-containment committee	23
Curriculum councils/committees	10

D

Days.....	1
Decision of the arbitrator.....	8
Definitions	1
Degree credit	18
Demand for arbitration	7
Dental Insurance.....	17
Designee.....	1
Disability Insurance.....	17
Disciplinary action.....	3, 5, 12
Discipline.....	5
Discretionary fringe benefit.....	19
Discretionary leave	16
Displacement	6, 16
Disposition of the grievance.....	7
District Curriculum.....	10
Due process.....	4
Dues to professional organizations.....	18
Duration of leave.....	16

E

E.S.Y. Principals	23
Education leave	16
Educational leave credit.....	18
Educational materials	10
Eligibility for Sabbatical Leave	13
Employment Security	4, 8
Entire Agreement Clause.....	20
Evaluation	2, 4, 8, 11, 12
Evaluation conference	12
Evaluation procedure	11
Exclusive bargaining representative	1
Expense Report Form.....	19
Expenses of the arbitrator.....	8
Experience	6, 9, 13, 14, 17, 23
Extended health leave	16

F

Finances of the district.....	2
Fitness to return	15
Flexible Spending Account	18
Formal Procedure	7
Funeral Leave	17
Funeral services.....	17

G

Governmental agency.....	8
Grievance Committee	1, 6, 7
Grievance definition	6
Grievance Procedure	6, 7
Grievance Representation	6
Grievant	6, 7

H

Health Insurance.....	16
Health leave	15, 16, 18
Health Leave.....	15
Hearing with the Superintendent	4, 5

High School Summer School Administrator.....	23
Hospitalization insurance premiums	15

I

Illustrated.....	16
Illustrated rates.....	16
Immediate family	17
Income protection.....	17
Individual contract	4, 16, 20
Individual Contract	4
Informal Procedure.....	7
In-service programs	18
Insurance benefits.....	14
Insurance Programs.....	16
Intent for nonrenewal	13
Intention to return	16
Interim contracts.....	4
Involuntary.....	15
Involuntary health leave	15
Involuntary transfer	10

J

Joint inservice committee.....	18
Jury Duty	17

L

Layoff.....	5
Leave of absence without pay	13
Leave policies	13
Length of probation	11
Length of service	6, 9
Life Insurance.....	17
Long term disability insurance	17
Longevity	23
LTD waiting period	17

M

Management by Results system.....	20
Mandatory health leave.....	15
Maternity leave.....	15
Matters of mutual concern.....	20
Measurement criteria	12
Member of the National Guard.....	15
Membership	2, 18
Membership dues.....	18
Mileage allowance.....	19
Military Leave	15
Military pay	15
Mutual concerns.....	20

N

Negotiated agreements.....	10
New positions	9
New schools.....	11
Non-probationary administrators.....	11
Nonrenewal	4, 13
Notice of intent	12
Notice of layoff	4
Notice of nonrenewal	4

Notification of assignment.....	3
Notification of nonrenewal	13

O

Official file	3
Official record.....	12
Open positions	9
Opportunity to interview	3, 10

P

P.C.A.1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23	
P.C.A. business	2
P.C.A. dues.....	18
P.C.A. participation	2
P.C.A.G.C.	1, 6, 7, 8
Paid holidays.....	19
Part time administrator.....	16
Payroll deductions.....	18
Per diem rate	23
Performance review program	13
Periodic reviews.....	13
Personal business days.....	17
Personal illness or disability.....	15
Personal leave days	17
Personal statement.....	12
Personnel file	3, 8, 13
Personnel File	3
Personnel policies.....	4
Personnel recommendations	3
Physical Examinations	17
Physical or mental disability.....	18
Policy information.....	10
Postings	9
Pre-employment information.....	8
Privileged information	3
Probationary administrators.....	11
Probationary conferences.....	11
Probationary contract.....	11
Probationary contract year.....	11
Probationary period.....	5, 10, 11
Procedure for nonrenewal	5
Professional conduct	5
Professional conference/meetings.....	18
Professional improvement	13
Professional practices.....	10
Program of assistance	4, 12, 13
Program of Assistance.....	23
Promissory note	14
Pupil assignment.....	3

Q

Qualifications	6, 9
Qualified persons	9

R

Reasonable and just cause	4, 5
Reasons for the selection	9
Reassigned to a teaching position.....	5, 10

Reassignment	5, 10
Recall rights	6
Recognition	1
Reduction committee	6
Reduction in personnel	5, 10
Reimbursement for mileage	19
Reinstatement	6
Representative	1, 3, 7, 8
Resignation	16
Retirement.....	19
Retirement supplement.....	19
Return from leave.....	16
Return from the leave.....	14
Right to control discipline	3
S	
Sabbatical Leave.....	10, 13, 14
Sabbatical Leave Committee	14
Salary increase	13
Salary increment	13
Salary reimbursement	13
Salary Schedule	16, 23
Salary Schedules	16
Satisfactory performance	13
Selection process	9
Seminars/In-service programs	18
Seniority	10, 14, 16
Seniority status.....	16
Service of the Plymouth-Canton Community	
Schools	14
Set aside the findings and conclusions.....	9
Severability.....	20
Sick Leave.....	17
Special assignment.....	14
Special extension of leave	15
Specified credit hour courses.....	18
Staff and line chart	20
Staff assignment	3, 10

Staff assistance.....	11
Staffing committee	11
Staffing methods.....	9
Statement from the physician	15
Stipend assignments+B269.....	23
Student discipline.....	3
Supplemental fringe	19

T

Tax sheltered annuity	18
Temporary appointment.....	10
Temporary basis	5, 9
Temporary nature of the assignment.....	16
Temporary replacement.....	15, 16
Timelines.....	7
Total job responsibilities	12
Tuition Rebate.....	18

U

Unpaid Leaves	15
Unsatisfactory evaluation.....	11
Unsatisfactory performance.....	13
Use of facilities.....	2

V

Vacancy	6, 9
Vacant administrative position	11
Vacation schedule.....	20
Vision Insurance	17
Voluntary	9, 15
Voluntary transfer.....	9

W

Wages, hours, and conditions of employment...	4
Working relationship	20
Written charges.....	4