

**MASTER AGREEMENT BETWEEN THE  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC  
AND THE PONTIAC ASSOCIATION  
OF SCHOOL ADMINISTRATORS**

2013-2018

This Agreement is entered into this 26<sup>th</sup> day of March, 2013, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter termed the "**BOARD**", and the Pontiac Association of School Administrators, hereinafter termed the "**ASSOCIATION**".

**ARTICLE I RECOGNITION**

**Section A Witnesseth**

Whereas, the Board and the Association recognize that providing a quality education for the students of the District is their mutual aim; and whereas, educational administrators are qualified to assist in suggesting and developing policies and programs designed to improve educational standards; and whereas, the Board and the Association mutually agree to bargain in good faith with respect to hours, wages, and other conditions of employment; and whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings; therefore, the Board and the Association agree as follows:

**Section B Definitions**

1. The term "Board" when used hereinafter in this Agreement shall refer to the legally elected representatives of the District.
2. The term "Board Representative" when used hereinafter in this Agreement shall refer to the officially designated representative(s) appointed by the Board or the Superintendent.
3. The term "Administrator" when used hereinafter in this Agreement shall refer to those persons appointed by the Board, to positions responsible for the administration and supervision of personnel and/or programs, carrying administrative titles as approved herein and approved by the Association. The Administrator on leave shall be included in this Agreement.

**Section C Inclusions and Exclusions**

1. The Board recognizes the Association as the exclusive bargaining representative of all administrators except Superintendent, Deputy Superintendent, Assistant Superintendent(s), and Executive Assistant to the Superintendent, Executive Director of Personnel, Executive Director of Employee Relations, and Director of Personnel.
2. Categorical program positions included in this Agreement shall be continued as long as adequate financial support from State and Federal Government is continued.
3. Categorical program personnel shall be assigned in accordance with whatever known period of time stipulated in the agreement with the State and/or Federal Government. In the event a program is continued for the entire school year or longer, personnel assignments shall be reviewed at the end of each school year on the same basis as other administrative assignments within this Agreement.

4. For purposes of this Agreement, employees appointed or assigned to positions having the following titles shall be covered by this Agreement, except for the exclusions listed in Article I.C.1:

Principal  
Assistant Principal  
Executive Director  
Assistant Director  
Supervisor

5. All Administrative work performed in the District on a continuing basis shall be staffed by a qualified member of the Association unless excluded in Article I.C.1. The Board and the Association agree to discuss the inclusion of additional positions under this Master Agreement.

## **ARTICLE II BOARD RIGHTS**

There is reserved exclusively, to the Board, all responsibilities, powers, rights, and authority vested in it by the laws and Constitution of Michigan and the United States or which have been heretofore properly exercised by it, except where limited by the provisions of this Agreement.

## **ARTICLE III ASSOCIATION AND ADMINISTRATOR RIGHTS**

1. An administrator shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations, mutual aid, and protection. The Board shall not directly or indirectly discourage, deprive, or coerce an administrator in the enjoyment of these rights. The Board shall not discriminate against an administrator with respect to hours, wages, or conditions of employment by reason of membership in an administrative organization or participation in any negotiation with the Board, or institution of any appeal under this Agreement.
2. The Association and its representatives shall have the right to use school facilities at all reasonable hours for Association business without rental charge in accord with proper procedures.
3. No more than three (3) authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided this does not interfere with or interrupt normal District operations.
4. The Board shall furnish to the Association in response to reasonable requests, all available public records concerning the financial resources of the District and tentative budgetary requirements and allocations.
5. The Association shall be granted released time to carry on Association business. The released time shall be counted as a regular work day and arrangements will be made by the Board representative to provide appropriate coverage.
6. Before any material relating to an administrator's job performance is placed in the administrator's official personnel file, that administrator shall be given a copy of such material

and shall sign the original document to indicate that the administrator has read it. Upon request, the administrator may attach appropriate explanatory remarks to the filed document. An administrator may request the removal and destruction of irrelevant or inappropriate documents from the file. Denial of such request is subject to the grievance procedure.

7. The criteria, instruments, and procedures to be followed in the evaluation of administrators shall be developed by Board representatives in cooperation with the Association. Board representatives and the Association shall cooperate in development of plans to strengthen the performance of an administrator where a need for improvement is indicated.
8. Copies of this Agreement shall be printed at the expense of the Board and presented to administrators now employed or hereafter employed by the Board.
9. The Board, upon written authorization from the administrator, shall transfer authorized funds to the North Oakland Community Credit Union and any other financial institution within the District's electronic fund transfer capability. Also, upon written authorization from the administrator, the Board shall make payroll deductions for United States Saving Bonds, United Way or any other plans jointly approved by the Board and the Association. In addition, upon authorization from the administrator, the Board shall reduce the salary of the administrator and make appropriate remittance for tax deferred annuities. All such requests for reductions shall be in accordance with current rules and regulations of the Internal Revenue Service.
10. The Board understands the Association is incorporated as a non-profit organization and all Articles in the Agreement are binding on both the Board and the Association Incorporated.
11. No more than five (5) authorized representatives of the Association shall participate in negotiation committee meetings, or joint meetings called for by this agreement.
12. Union Security

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

- A. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as Exhibit One to such person. The employee will have 14 calendar days to decide whether to become a union member or pay a service fee.
- B. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the non-payer") the employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. The form for deduction is attached as Exhibit Two. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues or service fees deducted from each paycheck, quarterly or

annually. Quarterly or annual deductions will be taken in advance (in the case of annual deductions) from the first full paycheck of the school year or (in the case of quarterly deductions) from the first paycheck of each quarter.

- C. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to educational continuity than discharge.
- D. Notwithstanding the same, in the event that Section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:
  - i. The Union will notify the Employer of the name of any person(s) who have failed or refused to either join the union or to pay or arrange for payment of a service fee.
  - ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.
  - iii. The individual employee shall have 14 days from the date of the notice to either join the union or to pay or arrange for payment of a service fee.
  - iv. The Union will notify the Employer of the name(s) of any individual employee who has failed to either join the union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.
  - v. Not later than 7 days following the notice to the employer from the union, the employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.
  - vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the union or to pay or arrange for payment of a service fee.
- E. A Union member or service fee payer may pay either dues or service fees directly to the union in such a manner, in on such a schedule, as the Union may approve.
- F. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
- G. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the circuit court without prior exhaustion of the grievance procedure.
- H. Fees shall not be deducted during the pendency of any objection that any non-payer may have properly initiated under the Union's process for resolution of objections; it

may be invoked 14 days after the conclusion or termination of the process for resolution of an objection.

- I. The Union will provide the employer a copy of its process for resolution of objections, and any changes to the process.
  - J. The Union shall defend, (including the negotiation of any voluntary settlement) indemnify and hold harmless the Pontiac Board of Education, its members, and its employees from claims made with regard to this agreement provided that the union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the union's expense and provided further that the Pontiac Board of Education shall cooperate in the defense or resolution of the claim.
5. The Association shall continue to admit all administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex, handicap, or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations.
  6. Membership in the Association is not compulsory. Administrators have the right to join or not join, maintain or drop membership in the Association. Neither party to this Agreement shall exert pressure on or discriminate against an administrator in this regard.

## **ARTICLE IV WORKING CONDITIONS**

### **Section A Equal Opportunity**

The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, national origin, age, marital status, handicap or membership and participation in the Association. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, marital status, color, or national origin and to seek to achieve full equality of education opportunity for all pupils.

### **Section B Building Administrator Authority**

1. An administrator for each building shall be designated. This administrator shall have full authority for building management acting as an agent of the Board of Education and the Superintendent.
2. Each administrator shall have direct supervision and evaluation authority for all personnel assigned to the administrator's area of authority.
3. Administrators shall be involved in the Personnel Department's personnel selection and transfer process prior to assignment of personnel. The administrator shall be involved in the screening process and participate in any interviews. In instances where individual bargaining unit contracts are the determining factor in placement, the administrator shall have the option of requesting a meeting with the individual to be placed before assignment is made. The Personnel Department as designated representative of the District, shall make final decisions on hiring, assignment, transfer, and dismissal of District personnel. If the administrator disagrees with the decision of the Personnel administrator, the rationale for disagreement shall be placed in writing to the Personnel administrator within 24 hours for reconsideration prior to the

assignment being made.

4. All administrators responsible for activity accounts shall be given clear, concise, and up-to-date instruction regarding all applicable provisions of the Manual of Financial Records and Procedures for Student/Departmental Activity Accounts. Periods of general instruction shall be scheduled jointly by the Board and the Association, at least once each year. Special instruction and review may be scheduled individually with the Assistant Superintendent/Controller or an administrator designated by him/her.
5. Each year, the Board and the Association will appoint a committee to review and update the manual noted above and its associated practices. The final responsibility for the contents of the manual will remain with the Board. Disputes over the contents will be resolved by the Superintendent.

### **Section C Teacher Coordinating Council**

The Board and the Association recognize that the use of a Teacher Coordinating Council increases the effectiveness of the operation of a school; therefore, each school shall have a Teacher Coordinating Council whose selection shall be consistent with the provisions of the Master Agreement between the Board and the PEA. The council shall be responsible to the administrator in charge or designee of the school in which they serve and shall offer assistance when called upon by the administrator or designee. The purpose of the teacher coordinating council is to permit teachers to participate in a cooperative decision-making process with the school administrative staff as specified in Article VIII, 5 of the 1988-1992 PEA contract. No provision of any other master agreement shall conflict with the provisions of this master agreement to prevent the administrative staff from fulfilling its responsibilities.

### **Section D Administrator's Day**

1. The administrator's day should be sufficient to do a professional job in the specific area of responsibility. The District and the Association realize that many functions require the presence of one or more members of the administrative staff to be present for activities outside the normal work day. Towards that end administrators are encouraged to cooperatively determine the necessary number of administrators needed for an activity and to share the responsibilities where practical. On occasion administrators may request to adjust their daily work schedule to compensate for this duty with the prior approval of their immediate supervisor.
2. Administrators shall be allowed a duty free lunch period not to exceed one (1) hour.
3. Buildings that have Assistant Principals, the Assistant Principal will not be compensated if he/she substitutes for the absent Principal.
4. Administrators who are requested to substitute for an absent Administrator in the District, will not receive additional compensation for their services. When an Administrator is absent for five (5) consecutive days, a substitute Administrator will be compensated at a daily rate of \$150 per day (\$75.00) per half-day (1/2), up to three hours.
5. A committee of two (2) Association representatives appointed by the PASA president and two (2) District representatives appointed by the Superintendent shall meet no later than September 30<sup>th</sup> of each school year to develop a list of substitute administrators and a rotation schedule for substitute assignments.

## **Section E Safe and Adequate Working Conditions**

1. The Board shall provide safe working conditions for all administrators. Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
2. The Board shall provide adequate resources to each administrator to complete his/her assignments.

## **ARTICLE V GRIEVANCE PROCEDURE AND ARBITRATION**

### **Section A Definition**

A grievance is a complaint by an employee, by a group of employees, or by the Association on its own behalf about the application, interpretation, or violation of the provisions of this Agreement. No grievance may be presented more than ten (10) days following the date of the occurrence, or the date when the employee is notified of the occurrence on which the grievance is based.

**Step One - Immediate Supervisor.** The employee will arrange to meet with her/his immediate supervisor and have a discussion meeting on the grievance and attempt to reach a resolution of it. The employee may request that an Association representative be present at this meeting.

If the grievance is not resolved by the discussion with the supervisor, the employee and the Association will prepare the grievance in writing, concisely stating the facts, the provisions of the Agreement which are alleged to have been violated and the resolution sought. The written grievance will be dated and signed by the grievant and submitted to the employee's immediate supervisor. The Association will retain a copy and send an additional copy to the Employee Relations Office.

The immediate supervisor will make her/his written answer to the grievance within five (5) working days from the day the grievance is presented.

**Step Two - Assistant Superintendent Personnel.** If the grievance is not resolved at Step One, the grievant or the Association, after receiving the completed written answer from Step One, will within three (3) working days submit it to the Office of Employee Relations for further disposition. The Office of Employee Relations will arrange and hold a meeting with the employee and the Bargaining Committee representative to discuss the grievance and attempt to resolve it within five (5) working days from the day the grievance is filed with the Employee Relations office. The employee may be present at the meeting. The Executive Director Employee Relations will provide written answer to the grievance within five (5) working days following the day of the meeting and return the grievance to the Association.

**Step Three - Superintendent.** If the grievance is not resolved at Step Two, the Association will submit the grievance to the Superintendent within five (5) working days after receiving the grievance from Step Two. The Superintendent, within five (5) working days after receipt of the grievance, will arrange and hold a meeting with the Association and attempt to resolve the grievance. The Superintendent will provide written answer within five (5) working days from the day of the meeting.

**Step Four - Meeting Option.** If the grievance remains unresolved following the completion of

Step Three or if submitted to arbitration and prior to the actual arbitration hearing of the grievance, either the Association or the Superintendent's office may request a meeting for further consideration of the grievance by the Board. The Board, at its sole discretion, may conduct such a meeting or elect not to do so. If the Board elects to conduct a meeting and if no resolution of the grievance is accomplished at this meeting, the arbitration procedures shall remain in effect.

**Step Five - Arbitration.** If the answer to the grievance at Step Three is not satisfactory, the Association may submit the grievance to arbitration by official written notice to the Executive Director Employee Relations within thirty (30) working days of the date of the written answer to grievance at Step Three. Upon receipt of said notice, the parties shall communicate and attempt to agree on an arbitrator. If no such agreement is reached within thirty (30) days, the Association shall institute the procedures of the American Arbitration Association for the selection of an arbitrator.

The arbitrator will render her/his decision in writing within thirty (30) days (or such additional time as the parties may by writing agree) after any grievance has been submitted to her/him, and her/his decision will be final and binding on the parties and may be enforced in any court of competent jurisdiction. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally. Neither party shall be responsible for the expense of witnesses called by the other.

The arbitrator will have no authority to: (a) add to, subtract from, or in any way modify 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 or change the salary structure. Problems within the meaning of this procedure and of this arbitration clause shall consist only of disputes about the interpretation of application of the clauses of this Agreement, and about alleged violations of this Agreement. The arbitrator shall not have jurisdiction to consider any claim of which both parties have not had reasonable notice prior to the arbitration hearing.

**General Provisions.** A grievance of a suspension or discharge shall be initiated at Step Two of the grievance procedure no later than five (5) working days after the suspension or discharge occurs.

The grievant shall have the right to be present personally, to be accompanied by an official of the Association, or to be represented by an official of the Association at any stage of the proceedings. Either party shall have the right to bring in witnesses necessary for the processing of the grievance.

Hearings and conferences held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses required to be present, to attend. When such hearings and conferences are held during working hours, all employees whose presence is required shall be excused for that purpose without loss of pay.

Grievances shall be processed as rapidly as possible. The number of working days indicated at each level shall be considered as maximum and every effort shall be made to expedite the grievance process. For purposes of this Agreement, a "working day" shall be defined as any weekday, Monday through Friday, excluding holidays and any other days on which the School



District is officially closed.

Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.

A grievance may be initiated at any step of the grievance procedure by mutual written agreement of both parties. The Association may withdraw a grievance without prejudice and without establishing a precedent at any step of the procedure. No grievance withdrawn in this manner shall be reinstated.

No restraining, coercive, discriminatory, or retaliatory action of any kind shall be taken by the Board against any employee, any Association representative or any official participant in the grievance procedure by reason of such participation.

All discussions with respect to the grievance shall be kept confidential by the parties involved during the procedural steps of the grievance, provided that either party may release pertinent information to any or all personnel related to the grievance.

No decision on a grievance or an adjustment thereof shall be contrary to any provision of this Agreement. No terms shall be added to or subtracted from this Agreement nor any provision changed by the grievance procedure.

## **ARTICLE VI STAFFING METHODS AND PROCEDURES**

### **Section A Creation or Modification or Elimination of Positions**

1. The Association shall meet with the Superintendent or designee to review proposed creations, modifications or eliminations of an administrative position or a recommendation not to fill a vacant position. The word "review" as used in this means to examine, discuss and make proposals which help shape the final decision. The Superintendent shall consider any alternative proposals submitted by the Association and notify the Association President what recommendations will be presented to the Board. Such notice shall be given five (5) work days prior to any planned official action.
  - a. For purposes of this Section, creation of an administrative position shall mean the identification of a job title and the definition of a set of associated duties and responsibilities for inclusion in the District's table of organization.
  - b. For the purposes of this Section, modification of an administrative position shall mean a substantial alteration in the routine duties and responsibilities of an administrative position. Such modification may or may not include a change in job title or classification.
  - c. For the purpose of this Section, elimination of an administrative position shall mean the removal of the job title from the District's table of organization.
  - d. For the purposes of this Section, a recommendation not to fill an administrative position means the position shall remain unfilled but continue in the table of organization until

the end of the school year. Unfilled positions shall be considered vacant and the status of the position shall be reviewed with the Association prior to the end of the school year.

2. If the Association is not satisfied with the Superintendent's recommendation, the Association may appeal to the Board. The Board shall hear the appeal as soon as possible. No official Board action shall take place during the appeal process. A record shall be made of the hearing before the Board and a written decision from the Board shall be made within five (5) work days following the hearing.
3. In the event the Association desires to initiate a discussion for the creation, modification, or elimination of any position, the Association shall give written notice to the Superintendent or designee of the proposed change. Upon receipt of the request the Superintendent or designee shall schedule a meeting within ten (10) work days to discuss the change. If the Association is not satisfied with the decision of the Superintendent, it may appeal the decision to the Board within the provisions of 2 in this Section.
4. A copy of the approved job description for each administrative position shall be maintained by the appropriate personnel office and provided to the Association. Each job description shall include the date of approval and the classification level.

#### **Section B Classification & Reclassification**

1. All administrative positions shall be classified as either "building" or "central office." The level of compensation for administrative positions shall correspond to the level of responsibility discharged by position. The District and the Association shall annually review and jointly develop procedures for the classification of administrative positions. The classification of each administrative position shall be reviewed at least once every three years. A record of the job classifications to be reviewed will be maintained in the personnel office and communicated to the association by July 1 each year. Such review will be completed by December 1 of the same year.
2. All requests for classification review shall be submitted to the Board Representative on or before November 1, or on or before April 1, of the contract year. The Board will review all requests, interview the administrators involved and prepare a written response within forty-five (45) calendar days after the semi-annual submission cutoff date. Prior to January 15, or June 15, as appropriate, the Board representative will review its response with the administrator(s) and the Association. Any changes in classification shall become effective on or before January 31 or June 30.
3. In the event the level of compensation for an administrative position is determined to be higher than appropriate for the level of responsibility of that position, the salary of the administrator shall not be reduced. The salary of the administrator shall remain at its current level until such time as negotiated changes in the administrator salary schedule restore the appropriate relationship between the level of compensation and the responsibility of that position.
4. The reduction of the classification of an administrative position shall not be used as a disciplinary action against the administrator holding that position.
5. The classification of a position whose title and/or job description has been substantially modified by the Board shall be automatically reviewed. The Board shall provide a decision based upon the review no later than forty-five (45) calendar days after receipt by the Board of the written recommendation of the Association.

## Section C Vacancies

1. An administrative position is vacant if it has a job title, a job description, is included in the current table of organization, and is not currently filled. During the school year vacancies in administrative positions shall be posted in all buildings. Within thirty (30) calendar days after the Board has identified a vacancy in an administrative position, the Board shall post that position or notify the Association in writing of its intention with regard to staffing that position. Notice of a vacancy shall be posted for a minimum of seven (7) calendar days prior to the deadline for filing applications. If a posted position is not filled within thirty (30) calendar days after official notification of the vacancy, the Association shall be informed in writing of the status of the position.
2. An administrator interested in being notified regarding a vacancy posted during the summer when regular school is not in session, shall submit to the Executive Director Employee Relations a written request to receive such notices and provide a sufficient number of self-addressed envelopes to be used in mailing such notices. The posting period shall be extended during the summer to ten (10) calendar days. During the summer, the Board shall forward notices to the Association president, secretary, and administrators as provided in this Article. Administrators on the recall list shall be included in provisions of this Article.
3. It is understood, and it is the policy of the Board to appoint the most qualified candidate for the administrative position and must be recommended by the Superintendent. Qualifications shall be determined by the Superintendent and listed on the posting for any vacant position.
  - a. Consideration shall be given to current or laid-off Administrators who apply with equal qualifications to any other candidates for the vacant position.
  - b. When staffing an administrative position, the recommendations of a screening committee including administrators appropriate to evaluate applicant credentials may be considered. Association members shall be included as part of the screening committee in an appropriate number to reflect clearly the interests of the Association's members. An appearance shall be offered to all qualified association applicants if it is offered to any applicant.
  - c. An Association member who is qualified and applies for a vacant position or is a candidate for recall to a position shall be granted a formal job interview if formal job interviews are offered to any applicant. Unsuccessful administrative applicants shall be granted a follow-up conference, if requested, with the Assistant Superintendent of Personnel.
4. District administrative experience shall count as teaching experience for purposes of teacher seniority and tenure.
5. The Board shall have the right, at any time, to staff an existing position (which is unfilled for a non-health-related reason) on a temporary or emergency basis with a current member of the Association. Such assignments shall be made at the discretion of the Board after discussion with the Association. Such assignments shall be limited to five (5) calendar months during which the administrator shall be paid at the highest daily rate of the two positions. Administrators so assigned shall return to their previous positions at the end of the assignments and shall not be deemed to have held the position to which they were assigned for purposes of recall. This is not to be used to avoid filling vacant positions, to discipline administrators, or to

provide trial periods or training for administrators.

6. A vacancy created by an administrator's absence due to illness or disability shall be filled on a temporary or emergency basis as long as the absence does not exceed five (5) calendar months and the administrator indicates in writing to the Board intention of returning. An extension of six (6) calendar months may be granted in instances when the physician certifies the administrator will return to work within the six (6) month period. If the administrator submits a resignation or fails to return within the time limits, the position shall be declared vacant and posted according to the described procedures.

#### **Section D Involuntary Transfers**

1. If the Board or its designee determines that staffing requirements or the best interests of the District warrant, an administrator may be given an involuntary transfer to another position. An involuntary transfer shall be defined as a transfer to a position not requested by the affected administrator. The involuntary transfer shall not be made until the administrator and the Association have been given reasons for such action in writing by the appropriate Board representative. The administrator may request and receive a meeting with the Superintendent to fully discuss the matter. If a meeting is requested, it shall be held within five (5) days of the request. The position previously held by the administrator shall be declared vacant, posted, and filled.
2. Involuntary transfers shall not be used as a substitute for established disciplinary procedures. Administrators shall not be involuntarily transferred to a lower paying classification unless the administrator receives a less than satisfactory evaluation using the prescribed evaluation procedures and instruments and the administrator has been placed on a plan of assistance by the superintendent or his/her designee. Administrators involuntarily transferred to a lower paying job classification shall not suffer economic losses as a result of the transfer for a period of one-year following the transfer after this one-year period the administrator shall receive the compensation of the classification of his/her current assignment.
3. Every administrator shall be assigned to a position which is included in the District's table of organization, except administrators in a short term "special assignment." Prior to the assumption of the duties of the position to which the administrator is being involuntarily transferred, or a special assignment, the administrator shall receive a copy of the job description for the new position, if one exists, or a general description of the duties to be performed in the new position. The administrator so transferred may request additional contract days if such days are necessary to discharge the duties of the new position. The granting of such days will be subject to the provisions of Article XI, Section C, 1, except the three (3) day cap in that Section shall not apply.
4. The number of involuntary transfers shall be kept to a minimum. The length of an involuntary transfer shall not exceed two calendar years. The administrator shall be returned to the previous position, when next vacant, unless the Board states in writing why the administrator is not to be returned. No later than two calendar years after the transfer, the administrator shall be appointed to a position in the table of organization without economic loss. Except in unusual or extreme circumstances, no administrator shall be involuntarily transferred more than once in a school year period.

#### **Section E Discipline of Administrators**

1. An administrator may be discharged or disciplined only for just and reasonable cause.

2. Non-disciplinary decisions regarding the continued employment of probationary administrators are reserved to the Board.
3. The Board will employ the principle of progressive discipline. This principle may be disregarded in cases of gross misconduct, gross negligence, gross insubordination, theft, assault upon another employee, supervisor, or misconduct involving a student, or the commission of any act or acts which constitute a crime. In such cases, the administrator will receive written notice of the charges.
4. All discipline is subject to the grievance procedure.

#### **Section F Probationary Period**

The first two (2) years as an administrator in the District shall be a probationary period.

#### **Section G Layoff and Recall**

1. The Association and the Board shall work cooperatively throughout the layoff and recall process.
2. If it becomes necessary to reduce the number of administrators during the term of this Agreement, administrators shall be laid off by seniority as an administrator in classification. For the purpose of this Article, classification shall be defined as high school principal, middle school principal, elementary principal, elementary assistant principal, senior high assistant principal, middle school assistant principal. Administrators in other positions shall be laid off based on the needs of the District. An administrator in these other positions shall be laid off according to the elimination of the position he/she is holding and shall be eligible to apply for other vacant administrative positions for which they are qualified.
  - a. Seniority, for the purpose of this Section, shall accrue from the date of hire as an administrator. Ties among administrators shall be broken based upon date of hire as an employee in the District.
  - b. An administrator who is laid off in accordance with 2 above shall have the right, if requested in writing, to bump the least senior administrator in a classification if the laid-off administrator has at any previous time held the specific title and position in the School District of the City of Pontiac. For the purposes of this provision, previously held means that the administrator was appointed by the Board to the position on a full-time basis and performed a majority of the duties of the position for recall.
  - c. An administrator shall be recalled by seniority to a position for which the administrator is qualified. For the purpose of this Section, qualification shall be defined as previous satisfactory performance as an administrator in a position where a majority of the duties were the same as the position for recall. In order to be eligible for recall under this provision, the Administrator must have served in said position by official appointment of the Board of Education.
  - d. A laid-off administrator who does not meet the criteria stated in 4 above may request consideration for recall to a position for which the administrator believes him/herself to be qualified. Said administrator may receive consideration before candidates outside the bargaining unit are considered.

3. An administrator's eligibility for recall to a position as an administrator in the District shall terminate immediately if any of the following conditions are met:
  - a. Following a layoff for lack of work or funds, the administrator fails or refuses to notify the Board of intent to return to work within fourteen (14) days after receipt of written notice of recall. The recall notice shall be sent by certified mail to the administrator's last address on record with the Board.
  - b. Following notice by the administrator of intent to return to work, the administrator fails to do so within fourteen (14) calendar days of such notice or upon the day established for the administrator's return, whichever is later. If unforeseen circumstances prevent the administrator's return on the established day, the administrator shall immediately inform the Board as soon as he or she is able.
  - c. The administrator is laid off for lack of work or funds for a continuous period of three (3) years from the effective date of the layoff. If the laid off administrator is continuously employed by the District during this three (3) year period, the administrator's right to recall shall be extended to five (5) years from the effective date of layoff.

#### **Section H Administrator Assignment**

Administrators will be notified of their tentative assignment for the subsequent school year by June 1.

### **ARTICLE VII PROTECTION OF ADMINISTRATORS**

#### **Section A Liability Insurance and Legal Counsel**

If an administrator while acting as an administrator within the jurisdiction of the assignment is complained against or sued, the Board shall provide legal counsel and render all necessary assistance to the administrator in the administrator's defense, as provided by the liability insurance policy, subject to the normal exclusions appearing in the liability policy. The insurance will provide a \$1,000,000 coverage for a single occurrence inclusive of cases of civil rights, corporal punishment, and/or suits within the jurisdiction of the administrator's assignment. Such coverage will be extended to administrators leaving the District for a period of time sufficient to deal with any potential or real legal liability affiliated with former job responsibilities.

#### **Section B Personal Property Loss or Damage**

1. The administrator will file a claim with their insurance company for loss, damage or destruction of property. If the claim is rejected by the insurance agency, then the administrator must provide proof of the rejection. If the claim is rejected and the administrator submits proof of this rejection to the board, then the administrator may seek reimbursement from the board.
2. Except as provided above, the Board shall reimburse administrators for loss, damage or destruction of clothing or personal property used by the administrator which exceeds \$10.00 while acting within the jurisdiction of the assignment. The minimum amount per incident shall be limited to \$500.00 and shall be reduced by any insurance coverage carried by the

administrator.

3. Personal property damage or loss to an administrator while acting as an administrator caused by unusual or extenuating circumstances or not covered above maybe submitted to and reviewed by the Superintendent for possible reimbursement. An administrator's personal automobile is not included in the provisions of this Section.

#### **Section C Administrator Assault**

1. Any case of assault and/or battery upon an administrator as a result of professional responsibility shall be promptly reported to the Superintendent or designee. The Board shall provide necessary legal counsel to advise the administrator of rights and obligations with respect to such assaults and shall promptly render all reasonable assistance to the administrator in connection with handling of the incident by law enforcement and judicial authorities.
2. Administrators shall report to the Superintendent in writing all cases involving serious abusive conduct and/or sorts of assaults suffered by them in connection with the discharge of their responsibilities. Appropriate action and/or discipline response to such incidents shall be determined and administered promptly by and at the discretion of the Superintendent or designee.

#### **Section D Money Loss**

Although administrators may be required to collect and transmit money to be used or for educational purposes, they will not be held responsible for the loss of any money collected where such loss is not the fault of the administrator.

#### **Section E Time Lost**

Time lost by an administrator in connection with an incident described in this Article shall not be charged against leave days as defined in Article X of this Agreement.

#### **Section F Notification**

Administrators shall promptly notify the appropriate Board representative(s) regarding matters in this Article. The Board representative(s) shall promptly respond regarding discharge of administrative responsibilities.

### **ARTICLE IX INDIVIDUAL CONTRACTS**

#### **Section A Probationary Administrator Contract**

1. An administrator shall be considered on probation for the first two (2) years of employment as an administrator. Probationary administrators shall be issued one year individual contracts which conform with the provisions of this Agreement.
2. If satisfactory progress has not been made, the Board reserves the right to make non-disciplinary decisions as to the continued employment of the probationary administrator apart from the provisions of this Article.

#### **Section B Administrator Contract**

1. Administrators shall be issued individual annual contracts which conform with the provisions of this Agreement, and are subject to the following exceptions:
  - a. Modification or deletion of the position as provided in Article VII.
  - b. Reassignment or termination by mutual consent.
2. In the event an administrator receives an unsatisfactory evaluation, the Board shall place said administrator on a plan of assistance developed by the Superintendent or his/her designee for the following school year.
3. An administrator who has been placed on a plan of assistance shall have until February 15 of the year of the plan of assistance to accomplish the goals in the plan of assistance.
4. If an administrator who has been placed on a plan of assistance fails to accomplish all or part of the goals in the plan of assistance, the board may, at its discretion terminate said administrator effective the end of the plan of assistance year, subject only to the provisions of Act 451, PA 1996, and any amendments thereto (MCL 380.1229). The Board may also offer to continue the plan of assistance for an additional year if the Superintendent or his/her designee determines that substantial progress toward satisfactory completion of the goals in the plan of assistance has been made.
5. An administrator may appeal the content or process of an evaluation to a committee apprised of the Executive Director of Human Resources and the president of the association or his/her designee. The committee will review the evaluation process or content and render a decision within five working days after receiving the appeal in writing from the affected administrator. If the administrator wishes to appeal the decision of the committee, the administrator may file a grievance at step three of the grievance procedure (superintendent's level). No grievance request, administrator evaluation or plan of assistance shall be processed beyond step three. The administrator shall be provided the opportunity for written comments, which shall be incorporated therein and become a part of the evaluation
6. Any grievance regarding the content or process of an evaluation or the content or process of a plan of assistance may be processed through step three (superintendent's level) of the grievance procedure. No grievance regarding an administrator's evaluation or plan of assistance shall be processed beyond step three.
7. An individual administrator's contract shall be renewed annually, provided said administrator has received a satisfactory evaluation or has satisfactorily met the goals of his/her plan of assistance as provided in Article IX, Section B, s 2, 3, and 4 above.

### **Section C Notification**

If an administrator's contract is not to be renewed, the administrator shall be notified ninety (90) days prior to the annual renewal date of July 1 of the Board's intent not to renew the contract and sixty (60) days prior to the annual renewal date of non renewal. Lack of such notification shall be construed to mean automatic renewal of the individual contract.

### **Section D Administrative Evaluation Procedures**

There are six important reasons to develop a comprehensive administrative evaluation program:



- 1) To improve overall job performance.
- 2) To determine how well annual goals are achieved.
- 3) To pinpoint specific performance strengths and weaknesses.
- 4) To identify specific professional development needs.
- 5) To increase understanding of the evaluation process.
- 6) To fulfill Accountability Standards as promulgated by the State Department of Education, in conjunction with Accountability Factors of the District.

Administrators will be evaluated under one of three performance appraisal systems. The majority of employees with three or more years experience in administration will participate in a Personal/Professional Development Plan. All new administrators (2 years or less) and those veteran administrators with identified areas of deficiency will be evaluated under a Directed Improvement Plan (Formative Plan for probationary administrators). The Directed and Formative Plans required that the employee being evaluated be given special opportunities for improvement; therefore, they include additional meetings and separate timelines. Please note these requirements and complete the Evaluation Information and Summary Statement for each Administrator being evaluated. Prior to the first meeting, employees and supervisors will complete a Reflection/Feedback List, which will be discussed at the initial meeting.

***Self-Directed (Personal/Professional Development Plan) (PPDP)***

- |                 |   |
|-----------------|---|
| First Meeting:  | Recommended date for completion no later than October 15.   |
| Purpose:        | Review Expectations. <ul style="list-style-type: none"> <li>• Identify additional performance standards</li> <li>• Notify employees of evaluation status, i.e. Directed or PPDP and discuss deadlines.</li> <li>• Review Reflection/Evaluator Feedback.</li> </ul>  |
| Second Meeting: | Recommended date for completion no later than January 15.   |
| Purpose:        | Employee reports on learning and supervisor comments on performance in the area of expectations. <ul style="list-style-type: none"> <li>• Employee presents performance goals and measurable outcomes, which "must" be mutually agreed upon.</li> <li>• Identify any support that may be needed to achieve objectives.</li> </ul> |
| Third Meeting:  | Recommended date for completion no later than March 15.   |
|                 | Summary of learning. <ul style="list-style-type: none"> <li>• Discussion of goals for the following year.</li> </ul>  |

***Directed Improvement Plan (Formative Plan for probationary administrators.) Probationary Administrators (first two years of employment as an administrator)***

- |                 |  |
|-----------------|--|
| First Meeting:  | Must be completed no later than October 15.  |
| Purpose:        | Review Reflection/Evaluator Feedback<br>Review expectations.<br>Review areas for growth. |
| Second Meeting: | Recommended date for completion no later than November 15.                               |
|                 | Review performance concerns and place in written form the criteria to be used            |

to determine satisfactory performance.  
Identify any support that may be needed to achieve objectives.

Subsequent Meeting: Not less than every other month.

Final Meeting: Must be completed with written report submitted to Personnel no later than January 15.

Purpose: Final report including any area for continued growth and/or deficiency.

***Plan of Assistance (Administrators with deficiencies of unsatisfactory performance.)***

First Meeting: Review Reflection/Evaluator Feedback.  
As soon as significant deficiencies are observed.

Purpose: Identify deficiencies and provide written documentation to Personnel.

Second Meeting: Two weeks after the first Meeting.

Purpose: Administrator being evaluated submits plan for improvement.

Evaluator accepts, rejects or modifies the plan.

- Evaluator identifies the criteria, which will be used to determine satisfactory performance.
- Identify any support that may be needed to achieve objectives.

Subsequent Meeting: Not less than every month.

Purpose: To document progress or lack thereof.

Final Meeting: Must be completed no later than February 15.

Purpose: To prepare for the final report which will include a Summary of progress made on areas of deficiency. (Report sent to Personnel.)

*NOTE: See Accountability Standards Attachment with Letter of Understanding.*

## **ARTICLE X EMPLOYEE BENEFITS**

### **Section A Leave of Absence with Pay**

1. Each administrator shall accumulate seven leave days per year.
  - a. Whenever demands upon an administrator require him/her to work beyond his/her contract without pay, such days shall be added to the leave bank provided they are approved by his/her supervisor.
  - b. Administrators shall draw on accumulated leave days for the following reasons:
    - i. Personal illness, injury or disability.
    - ii. Illness in the immediate household of the administrator if presence is necessary to attend to the needs of the person who is ill.
    - iii. Critical illness in the family of the administrator.

2. Death in the family (beyond approved leave days).
  - a. Three (3) days per year of the total leave days to which an administrator is entitled shall be available as approved leave days for situations where the presence of the administrator is determined to be of significant value to justify approval.
  - b. An administrator may elect to use any or all of the above leave days as personal leave days. The maximum number of personal leave days and approved leave days available to an administrator shall be six (6) in any given school year.

**Section B Sick Leave Bank**

1. On July 1 of each year, the Board shall establish a bank equal to the number of administrative positions covered by this Agreement at that time. If the bank becomes exhausted during the year, each administrator shall authorize the Board to transfer the necessary number of sick leave days to the Sick Leave Bank required to maintain it. These Sick Leave Bank days are not accumulative from year to year.
2. To be eligible for use of the Sick Leave Bank, the administrator's sick leave days must have been exhausted and the administrator must have been absent for five (5) consecutive days without pay.
3. The Sick Leave Bank is for prolonged illness and use of the bank shall terminate at the time the administrator becomes eligible to apply for long-term disability benefits.
4. The administrator must request assistance from the Association to receive Sick Bank benefits. The Association shall authorize use of days from the bank.
5. Administrators after their second full school year of employment as an administrator of the District are eligible to draw upon the bank only during the time they are covered by this Agreement and only once during the term of this Agreement.

**Section C Approved Leave**

1. Three (3) days per contract year shall be available as Approved Leave Days for the purposes listed below. These days shall be in addition to leave days granted in Section A and shall not accumulate.
  - a. Registration for on-campus or university courses when such registration cannot be accomplished at a time when the District schools are not in session.
  - b. Religious holiday when school is in session.
  - c. Transaction of legal business when it cannot be done at another time outside of when school is in session.
  - d. Emergencies which require the presence of the administrator.
  - e. Death in the immediate family. (The immediate family is defined as spouse, children, father, mother, sister, brother, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law or daughter-in-law.)

- f. Death of relatives or close friends for whose funeral arrangements the administrator is responsible.
  - g. Attendance at funerals of friends or relatives where the relationship of the administrator warrants such attendance.
2. Approved Leave days for the above reasons shall be requested in writing to the immediate supervisor in advance, unless impossible.
3. Approved Leave days for other reasons shall be requested in writing by the administrator. Such request shall be in advance to the Superintendent, unless impossible.
4. The Board shall pay an administrator an amount equal to the difference between the compensation received for required military reserve duty and the administrator's regular daily rate if the administrator provides documentation that such duty must be performed on regularly scheduled work days. The amount will only be paid for days during the normal work year.

#### **Section D Terminal Pay**

1. This provision shall apply only to persons employed in the bargaining unit on the date of ratification by the last party to ratify who have ten or more years of service in the bargaining unit. Such persons will be entitled to compensation as provided in this section for those days banked as of the date of ratification by the last party to ratify.
2. When a qualified administrator retires or resigns qualifying for payment of retirement benefits, the administrator shall receive one-half (1/2) pay for the first three hundred (300) days of accumulated leave. Presentation in the personnel office of the retirement card indicating the retirement number issued by the Retirement Board shall be sufficient to receive Terminal Leave Pay. Administrators who have utilized any leave days pursuant to the senior administrator's salary schedule (Article XI, Section I) shall have those days deducted from the maximum leave day payout of 300 days as identified above.
3. In the event an administrator resigns and does not qualify for payment of the state retirement benefits, and has ten (10) years or more service as an employee in the District, such employee shall also be eligible for terminal pay benefits as set forth in 1 of this Section.
  - a. The estates of administrators who qualify under this section at the time of their demise shall be paid the terminal pay due under 1.
  - b. Payments made under the provisions of this Article shall be made at the highest daily rate of pay received by the employee as an administrator in the District.
  - c. If an administrator who has formerly collected retirement benefits is re-employed, the amount of those benefits will be deducted from the administrator's first year salary.

#### **Section E Jury Duty**

An administrator called to jury duty shall be on regular pay status, less the amount paid by the court for jury duty. Absence for jury duty shall not be charged to the administrator's leave days.

#### **Section F Personal Injury While on Duty**

An administrator absent due to an injury received on the job or in the line of duty shall have time deducted from the accumulated leave days at the rate of one-half (1/2) day for each day absent. An absent administrator injured on the job or in the line of duty and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) work days) shall have time deducted from the accumulated leave days at the rate of one-half (1/2) day for each day the administrator is approved to receive compensation wages. The total income received from Worker's Disability Compensation and the Board leave payments shall not exceed the administrator's regular salary.

### **Section G     Approved Court Hearings**

When an administrator is summoned to attend court, discussions, or a hearing for cases resulting from carrying out professional responsibility to the District, the administrator shall receive regular salary. Time missed shall not be deducted from leave days.

### **Section H     Health Insurance**

Effective the first of the month following ratification by both parties, the Board shall provide to the eligible PASA members a MESSA choices plan. The District shall be responsible for the payment of the premium in compliance with the hard cap per Public Act 152.

The following hard cap amounts are listed below effective July 1, 2013 (in accordance with the district's medical plan year):

\$5,692 for Single subscribers  
\$11,385 for Self and Spouse subscribers  
\$15,525 for Family coverage

The remaining costs for the employee's elected medical plan premiums shall be paid by the employee. Any amounts for the Pak will be deducted out of the premium. Contributions shall be made through payroll deduction, over 22 pay periods, on a pre-taxed basis.

MESSA will provide open enrollment period the last two (2) weeks of May.

1. An administrator may be covered by only one (1) District provided policy. If an administrator is covered by a policy not provided by the District, the administrator will be offered enrollment in the health insurance plan of the District.
  - a. The health insurance plan of the District shall coordinate benefits with all other plans insuring the administrator and their families, group as well as individual contracts.
  - b. The Board guarantees that health benefits available to administrators during the term of this Agreement shall be those available under the health insurances plan of the District.
2. In the event an administrator elects not to participate in the District's Health Insurance Plan, the administrator will receive additional compensation in the amount of \$160/month, to be paid in the form of a "TSA" of the administrator's choice.

### **Section I     Life Insurance**

1. Upon submission of a written application, the Board shall provide to administrators term life insurance protection in the amount of One Hundred-Fifty Thousand Dollars (\$150,000) that

shall be paid to the employee's designated beneficiary. The term life insurance program shall also provide for double indemnity in the event of accidental death and a scheduled amount payable according to severity and loss in the event of dismemberment. The duration and level of benefits will be in accordance with the American Disability Employment Act guidelines.

2. To be eligible for the term life benefit, employees must be able to perform the "at work requirement" with this employer before benefits are effective
3. Employees who have Board-provided term life insurance have a 30-day conversion right upon termination of employment. Employees electing the right of conversion in order to keep their term life insurance in force must contact the insurance carrier within 30 days of their last day of employment.
4. The term life insurance program shall be provided within the underwriting rules and regulations as set forth by the carrier in the master contract held by the policyholder.

#### **Section J Long Term Disability Insurance**

1. The Board shall provide a standard long term disability program to each administrator upon submission of a written application. To be eligible for the benefit, administrator must be able to perform the "at work requirement" with this employer before benefits are effective.
2. The program shall provide:
  - a. Payment of sixty (60) percent of the administrator's normal gross earnings and shall not exceed \$2,600 per month (\$2,700 per month effective July 1, 1986; \$2,815 per month effective July 1, 1987) after a waiting period of 180 calendar days.
  - b. The amount of benefits shall be reduced by any remuneration received during the benefit period from the employer, from worker's disability compensation benefits, from Michigan School Employees Retirement Fund Benefits, from the Federal Social Security Act, or other group or organization benefit payments such as the Railroad Retirement Act or Veteran's benefits. Further increases in Social Security payments will not affect the original offset.
  - c. The duration of long-term disability benefits will be in accordance with the ADEA guidelines (age 70 maximum).
3. The long-term disability program shall be provided within the underwriting rules and regulation as set forth by the carrier in the master contract held by the policyholder.

#### **Section K Dental Benefits**

1. The Board shall provide to administrators who apply dental insurance which covers 100% of basic dental services, 90% of prosthodontic services, and 90% orthodontic services for dependent children with a \$1,500 lifetime maximum. The annual maximum for basic prosthodontic service shall be \$1,200
2. The dental plan shall provide for both internal and external coordination of benefits.

3. This coverage shall be implemented consistent with the insurance carrier's rules and regulations.

#### **Section L     Optical Insurance**

The Board shall provide to administrators who apply annual group family optical insurance. Should the cost of the coverage exceed \$125.00 per administrator per year, the administrator shall pay the increased cost. The Board and the Association shall jointly determine the specifications of such coverage which may include replacement of broken or lost frames and/or lenses. A dated copy of the current plan booklet shall be provided to each Administrator, and the same copy shall be on file at the Board Office.

#### **Section M     Leave of Absence Without Pay**

1. Leave of Absence without pay shall be granted to administrators for the following reasons:
  - a. Health or child care
  - b. Personal illness or disability (physical or mental)
  - c. Care of sick member of immediate family (spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparent or grandchild).
  - d. Study in an institution of recognized rank
  - e. Travel and work experience related to education
  - f. Active or inactive military duty
  - g. Service in government or other national or state service or professional organization
  - h. Campaign for or service in public office
  - i. Explore a career option (see 7 of this Section)
  - j. Any other Leave requested by a administrator and deemed appropriate by the Board,
2. Administrators who have completed two (2) or more years of satisfactory service in the District shall be eligible for a Leave of Absence except that military leave requires no prior service and sabbatical leave requires seven (7) consecutive years of prior service in the District.
3. The original leave of absence may be for the remainder of a semester, the remainder of the school year, for a complete semester, or a school year. A leave of absence may be extended for one (1) semester or one (1) year upon written request.
4. Application for leave of absence shall be submitted in writing to the Board. The Board shall take action and inform the applicant of such action within thirty (30) days of application date.
5. The administrator's status during a Leave of Absence shall be:

- a. Leave days shall remain as of the balance at the beginning of the Leave.
  - b. Experience on the salary schedule shall accrue during a Leave of Absence, if the administrator has been on the job full time for 60% or more of the contract year.
  - c. Leave days shall not accrue during a Leave of Absence.
6. When the administrator returns to duty, a specific position in a specific school cannot be guaranteed. The administrator shall expect to be returned to a position commensurate with training experience, certification, and assignment. Administrators who comply with the required notification period on availability to return shall be guaranteed a position with the beginning of the school year providing a position vacancy within the administrator's certification is identified. In the event a vacancy for which the administrator is certified is not identified by July 1, the administrator shall have the option of having the leave extended by a one (1) year period or be guaranteed the first available position for which certified that develops during the school year. Administrators whose leaves are extended due to the failure of a position opening shall be free during this time to accept other employment inside or outside the field of education. If an administrator is placed in a position for which certified that is not commensurate with training, experience, certification and previous assignment, the administrator shall be offered the first such position that is available. If more than one administrator is waiting for available positions to open, the one with the most service in the District shall be placed first.
7. A Leave of Absence of up to one (1) year shall be granted to a non-probationary administrator to explore a career option. Such Leaves shall expire at the close of the school year in June, shall be non-renewable, and shall be taken one (1) time only, unless an exception is made by the Board. No experience credit shall be granted upon return from leave.

#### **Section N Sabbatical Leave**

1. Sabbatical Leave is given to permit administrators to improve ability to render educational services to the District. Such improvements are usually achieved by formal study, research, and/or professional travel that is of mutual value to the District and the administrator.
2. When financially possible, up to five (5) percent of the administrative staff shall be granted Sabbatical Leave in a given year provided they qualify under the conditions specified.
3. Administrators who meet the qualifications shall be eligible to apply for a Sabbatical Leave subject to the following conditions and requirements:
  - a. Applicant must have a minimum of seven (7) consecutive years of service in the District and a minimum of two (2) of these seven (7) as an administrator.
  - b. The study, research, and/or professional travel must be of mutual value to the District as well as to the administrator.
  - c. Sabbatical Leave may be granted for one (1) full semester or two (2) full consecutive semesters.
  - d. An unpaid leave of not more than one (1) year is not to be considered as a break in the consecutive years' service requirement; however, the unpaid year shall not be counted toward the seven (7) year eligibility requirement.



4. If all other factors are equal, the person with the greatest seniority as an administrator shall be granted such leave.
5. The financial requirements while on Sabbatical Leave shall be as follows:
  - a. Compensation for Sabbatical Leave shall be one-half (1/2) of what the administrator would receive if on active status. Fringe benefits shall remain the same as active status unless any of the same benefits from a stipend or grant shall exceed the total received if on an active status in the District.
  - b. Payment of salary while on Sabbatical Leave shall be made in accordance with provisions for payment of salary to other administrators.
  - c. A written agreement to return to the District for a minimum period of one (1) year must be signed. In the event the administrator does not return to the District, the administrator shall repay the District within two (2) years the amount received during the Sabbatical Leave.
6. Administrators who comply with the required notification period of availability to return will be returned to their former positions. The Association understands that the Board determined inability to hold a position for an administrator may be used as a reason for denying the Sabbatical Leave. An applicant may waive this right and agree to accept a comparable administrative position.

## **ARTICLE XI SALARY SCHEDULE**

### Employee Concession

The wage scale shall be reduced by 8.5% with the first pay period following the date of ratification by the last party. The reduced wage scale shall remain in effect until the expiration of the agreement.

### Transition

If ratification occurs before June 30, 2013, the percent reduction shall be applied to the compensation remaining due each individual member of the bargaining unit for the 2012-2013 fiscal year. If ratification occurs after June 30, 2013, the percent reduction shall be applied to compensation earned on and after July 1, 2013.

### Reopener

Either party may request to bargain the wage scale provided the request is timely. To be timely, a request must be made:

- (a) not before July 1, 2015 and not later than August 31, 2015;
- (b) not before July 1, 2017 and not later than August 31, 2017.

On request, the parties have the obligation to bargain in good faith regarding the wage scale in effect on the date of the request to bargain. Each party has the right to utilize impasse resolution devices as may be appropriate.

### **Section A Salary Schedule Procedures**

1. Administrators who work less than a full year shall receive an amount proportionate to the number of scheduled days in their contract.

### **Section B Adjustment of Salary by the Superintendent**

When an additional assignment is to be made to a PASA administrator, the appropriate assistant superintendent will seek the prior approval of the Superintendent of Schools in a timely manner. Prior to the assumption of the assignment, written direction to the administrator will be given by the assistant superintendent. The Superintendent will consider the duration, impact, work load, and difficulty of such task(s) required for the additional assignment and determine whether to authorize additional compensation in work time and/or salary. The Association will be informed simultaneously.

### **Section C Adjustment of Contract Days**

1. Upon written request of the administrator and approval by the Superintendent, the days worked may be extended to a maximum of five (5) days. Such request shall contain rationale for the extension and specific details of activities and functions to be performed. Administrators affected by voluntary or involuntary transfers shall receive special consideration with this Section.
2. Administrators assigned or appointed to regular education summer school programs shall be paid at their current daily rate for the number of days in excess of their regular contract required to discharge these duties.
3. Administrators shall schedule at no additional compensation up to three (3) days in their work plans to make up instructional days lost because schools were closed and the administrator did not report to work. If days in excess of three (3) are required to conform to the mandates of the Michigan Department of Education to qualify for state aid, administrators shall schedule additional days and shall be compensated at their daily rates.
4. Inservice meetings, where administrative attendance is required by the Board, will not be considered an adjustment of contract days as described in this Article.
5. If it becomes necessary to increase instructional days to meet state requirements, the annual number of work days of school-based administrators shall be equally increased at their daily rate for each added instructional day.

### **Section D Additional Compensation for Education**

1. Personnel appointed as administrators after September 1, 1970, shall receive additional compensation for additional hours of credit earned after the Master's Degree when the following steps are attained: MA + 30, add \$1,200.00; Ph.D or Ed.D, add \$2,000.00.
2. Administrators who were given credit for graduate hours in excess of those required for a Master's Degree while working on a Master's Degree and had these counted in computing credits or the MA + 30 prior to July 1, 1969, shall continue to receive the MA + 30 for the duration of this Agreement.
3. Administrators who have earned credit prior to September 1, 1970, for MA + 40 at \$1,125, and MA +50 at \$1,325 shall continue to receive this additional compensation for the duration of the Agreement.

4. Administrators who have earned credit prior to July 1, 1981, for the MA + 15 at \$450 shall continue to receive this additional compensation for the duration of this Agreement.
5. Administrators shall receive additional compensation for additional hours of credit earned prior to September 1, 1970, and approved by the Board as credit when the Ph.D or Ed.D is attained: add \$1,650.
6. The additional compensation for education in this Section will be paid as a stipend and shall not be considered part of the administrator's salary.
7. The Board and the Association shall jointly develop a system to compensate administrators who hold or obtain professional certificates and/or licenses that are required or related to their administrative positions. A process to develop this compensation system shall be implemented no later than July 1, 1994.

#### **Section E Additional Compensation for Experience**

1. For each year of applicable work experience, the administrator shall receive 3.0% additional compensation above the base salary to a maximum of eleven (11) years. Effective July 1, 2002, the eight (8) year step will be at an increment of 3.2% greater than step 7.
2. Administrators who are promoted in rank shall receive an increase equal to a two (2) step increase above the previous salary unless the scale of the new position does not provide for that amount. In the latter case, the administrator shall be placed on the highest step of the new scale. However, no more than an increase in salary of 8% can be realized by upward movement of the classification scale.
3. Newly hired administrators shall be placed on the salary schedule at a step appropriate to their qualifications and experience. Placement will be determined by the Superintendent or designee.
4. The contract year for junior high principals and alternative high school principals will be 205 days. The contract year for elementary principals will be 204 days.

**ARTICLE XII DURATION OF AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all issues which have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate on any matter except herein the Agreement specifically provides for the reopening of items for negotiation.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual administrator contracts heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.

If provisions or application of the Agreement are found to be contrary to law, such provision or application shall not be deemed valid except to the extent permitted by law, but other provisions or applications shall continue in full force and effect.

This Agreement shall become effective on the date the last party ratifies and shall continue in effect until June 30, 2018.

Date \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
School District of the City of Pontiac

\_\_\_\_\_  
Secretary, Board of Education  
School District of the City of Pontiac

Date \_\_\_\_\_

\_\_\_\_\_  
President, Pontiac Association of  
School Administrators

\_\_\_\_\_  
Secretary, Pontiac Association of  
School Administrators

**LETTER OF UNDERSTANDING**  
**Between the**  
**THE PONTIAC ASSOCIATION OF SCHOOL ADMINISTRATORS**  
**and the**  
**BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC**

In accord with the understanding reached between representatives of the Board of Education of the School District of the City of Pontiac and the Pontiac Association of School Administrators during negotiations on the **NO CHILD LEFT BEHIND LEGISLATION**, it has been agreed that:

1. The Accountability Standards School Performance Indicators and District Factors, issued by the Michigan Department of Education, will serve as the tool to help schools meet the Adequate Yearly Progress goal, and will be a part of the administrator's evaluation.
2. The Pontiac School District will provide adequate instructional materials and proper professional training for all building administrators.
3. Timely and meaningful consultation about the NCLBA will be provided.
4. A committee will be established to study and make known the stated purpose for the "No Child Left Behind" Act. The committee will also provide assistance throughout the District as requested.
5. District to clearly articulate its expectations for building administrators.

Date \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
School District of the City of Pontiac

\_\_\_\_\_  
Secretary, Board of Education  
School District of the City of Pontiac

Date \_\_\_\_\_

\_\_\_\_\_  
President, Pontiac Association of  
School Administrators

\_\_\_\_\_  
Secretary, Pontiac Association of  
School Administrators

**LETTER OF UNDERSTANDING**  
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Date \_\_\_\_\_

\_\_\_\_\_  
President, Board of Education  
School District of the City of Pontiac

\_\_\_\_\_  
Secretary, Board of Education  
School District of the City of Pontiac

Date \_\_\_\_\_

\_\_\_\_\_  
President, Pontiac Association of  
School Administrators

\_\_\_\_\_  
Secretary, Pontiac Association of  
School Administrators

PASA 2013-2014 SALARY SCHEUDLE - July 1, 2013 to June 30, 2014

Class	# of days	Base	-8.5%	1	-8.5%	2	-8.5%
Executive Director	226	\$ 79,702	\$ 72,927	\$ 82,093	\$ 75,115	\$ 84,555	\$ 77,368
Director	226	\$ 73,021	\$ 66,814	\$ 75,212	\$ 68,819	\$ 77,467	\$ 70,882
Supervisor	226	\$ 69,977	\$ 64,029	\$ 72,077	\$ 65,950	\$ 74,239	\$ 67,929
Supervisor	226	\$ 66,935	\$ 61,246	\$ 68,943	\$ 63,083	\$ 71,012	\$ 64,976
Supervisor	226	\$ 63,893	\$ 58,462	\$ 65,811	\$ 60,217	\$ 67,785	\$ 62,023
Supervisor	226	\$ 60,847	\$ 55,675	\$ 62,674	\$ 57,347	\$ 64,555	\$ 59,068
Supervisor	226	\$ 50,962	\$ 46,630	\$ 52,491	\$ 48,029	\$ 54,067	\$ 49,471
Supervisor	226	\$ 41,074	\$ 37,583	\$ 42,306	\$ 38,710	\$ 43,575	\$ 39,871

Class	# of days	3	-8.5%	4	-8.5%	5	-8.5%
Executive Director	226	\$ 87,093	\$ 79,690	\$ 89,706	\$ 82,081	\$ 92,398	\$ 84,544
Director	226	\$ 79,791	\$ 73,009	\$ 82,186	\$ 75,200	\$ 84,651	\$ 77,456
Supervisor	226	\$ 76,467	\$ 69,967	\$ 78,761	\$ 72,066	\$ 81,124	\$ 74,228
Supervisor	226	\$ 73,140	\$ 66,923	\$ 75,336	\$ 68,932	\$ 77,595	\$ 70,999
Supervisor	226	\$ 69,819	\$ 63,884	\$ 71,913	\$ 65,800	\$ 74,071	\$ 67,775
Supervisor	226	\$ 66,489	\$ 60,837	\$ 68,486	\$ 62,665	\$ 70,541	\$ 64,545
Supervisor	226	\$ 55,689	\$ 50,955	\$ 57,358	\$ 52,483	\$ 59,081	\$ 54,059
Supervisor	226	\$ 44,883	\$ 41,068	\$ 46,229	\$ 42,300	\$ 47,617	\$ 43,570

Class	# of days	6	-8.5%	7	-8.5%	8	-8.5%
Executive Director	226	\$ 95,168	\$ 87,079	\$ 98,025	\$ 89,693	\$ 100,964	\$ 92,382
Director	226	\$ 87,192	\$ 79,781	\$ 89,808	\$ 82,174	\$ 92,502	\$ 84,639
Supervisor	226	\$ 83,557	\$ 76,455	\$ 86,064	\$ 78,749	\$ 88,646	\$ 81,111
Supervisor	226	\$ 79,923	\$ 73,130	\$ 82,322	\$ 75,325	\$ 84,790	\$ 77,583
Supervisor	226	\$ 76,293	\$ 69,808	\$ 78,581	\$ 71,902	\$ 80,939	\$ 74,059
Supervisor	226	\$ 72,656	\$ 66,480	\$ 74,836	\$ 68,475	\$ 77,081	\$ 70,529
Supervisor	226	\$ 60,852	\$ 55,680	\$ 62,679	\$ 57,351	\$ 64,559	\$ 59,071
Supervisor	226	\$ 49,045	\$ 44,876	\$ 50,517	\$ 46,223	\$ 52,032	\$ 47,609

Class	# of days	9	-8.5%	10	-8.5%	11	-8.5%
Executive Director	226	\$ 103,994	\$ 95,155	\$ 107,113	\$ 98,008	\$ 110,326	\$ 100,948
Director	226	\$ 95,278	\$ 87,179	\$ 98,137	\$ 89,795	\$ 101,081	\$ 92,489
Supervisor	226	\$ 91,305	\$ 83,544	\$ 94,045	\$ 86,051	\$ 96,866	\$ 88,632
Supervisor	226	\$ 87,335	\$ 79,912	\$ 89,954	\$ 82,308	\$ 92,654	\$ 84,778
Supervisor	226	\$ 83,367	\$ 76,281	\$ 85,869	\$ 78,570	\$ 88,445	\$ 80,927
Supervisor	226	\$ 79,394	\$ 72,646	\$ 81,776	\$ 74,825	\$ 84,228	\$ 77,069
Supervisor	226	\$ 66,495	\$ 60,843	\$ 68,491	\$ 62,669	\$ 70,547	\$ 64,551
Supervisor	226	\$ 53,593	\$ 49,038	\$ 5,520	\$ 5,051	\$ 56,856	\$ 52,023

PASA 2013-2014 SALARY SCHEUDLE - July 1, 2013 to June 30, 2014

Class	# of days	Base	-8.5%	1	-8.5%	2	-8.5%
HS Principal	216	\$ 76,062	\$ 69,597	\$ 78,345	\$ 71,686	\$ 80,695	\$ 73,836
HS Assist Principal	200	\$ 66,934	\$ 61,245	\$ 68,942	\$ 63,082	\$ 71,011	\$ 64,975
JH & Alt HS Principal	205	\$ 70,166	\$ 64,202	\$ 72,272	\$ 66,129	\$ 74,440	\$ 68,113
JH Assistant Principal	200	\$ 63,132	\$ 57,766	\$ 65,026	\$ 59,499	\$ 66,976	\$ 61,283
Ele & Sp Ed Principal	204	\$ 68,274	\$ 62,471	\$ 70,322	\$ 64,345	\$ 72,431	\$ 66,274
Ele Assist Principal	200	\$ 61,610	\$ 56,373	\$ 63,458	\$ 58,064	\$ 65,362	\$ 59,806
Cont Ed Asst Principal	200	\$ 60,848	\$ 55,676	\$ 62,675	\$ 57,348	\$ 64,556	\$ 59,069

Class	# of days	3	-8.5%	4	-8.5%	5	-8.5%
HS Principal	216	\$ 83,118	\$ 76,053	\$ 85,611	\$ 78,334	\$ 88,179	\$ 80,684
HS Assist Principal	200	\$ 73,140	\$ 66,923	\$ 75,333	\$ 68,930	\$ 77,592	\$ 70,997
JH & Alt HS Principal	205	\$ 76,675	\$ 70,158	\$ 78,974	\$ 72,261	\$ 81,344	\$ 74,430
JH Assistant Principal	200	\$ 68,986	\$ 63,122	\$ 71,055	\$ 65,015	\$ 73,187	\$ 66,966
Ele & Sp Ed Principal	204	\$ 74,605	\$ 68,264	\$ 76,844	\$ 70,312	\$ 79,149	\$ 72,421
Ele Assist Principal	200	\$ 67,322	\$ 61,600	\$ 69,342	\$ 63,448	\$ 71,423	\$ 65,352
Cont Ed Asst Principal	200	\$ 66,490	\$ 60,838	\$ 68,487	\$ 62,666	\$ 70,542	\$ 64,546

Class	# of days	6	-8.5%	7	-8.5%	8	-8.5%
HS Principal	216	\$ 90,824	\$ 83,104	\$ 93,550	\$ 85,598	\$ 96,356	\$ 88,166
HS Assist Principal	200	\$ 79,920	\$ 73,127	\$ 82,319	\$ 75,322	\$ 84,788	\$ 77,581
JH & Alt HS Principal	205	\$ 83,784	\$ 76,662	\$ 86,298	\$ 78,963	\$ 88,887	\$ 81,332
JH Assistant Principal	200	\$ 75,383	\$ 68,975	\$ 77,645	\$ 71,045	\$ 79,974	\$ 73,176
Ele & Sp Ed Principal	204	\$ 81,524	\$ 74,594	\$ 83,969	\$ 76,832	\$ 86,488	\$ 79,137
Ele Assist Principal	200	\$ 73,564	\$ 67,311	\$ 75,772	\$ 69,331	\$ 78,044	\$ 71,410
Cont Ed Asst Principal	200	\$ 72,657	\$ 66,481	\$ 74,837	\$ 68,476	\$ 77,083	\$ 70,531

Class	# of days	9	-8.5%	10	-8.5%	11	-8.5%
HS Principal	216	\$ 99,248	\$ 90,812	\$ 102,225	\$ 93,536	\$ 105,289	\$ 96,339
HS Assist Principal	200	\$ 87,333	\$ 79,910	\$ 89,951	\$ 82,305	\$ 92,651	\$ 84,776
JH & Alt HS Principal	205	\$ 91,554	\$ 83,772	\$ 94,302	\$ 86,286	\$ 97,128	\$ 88,872
JH Assistant Principal	200	\$ 82,373	\$ 75,371	\$ 84,844	\$ 77,632	\$ 87,390	\$ 79,962
Ele & Sp Ed Principal	204	\$ 89,083	\$ 81,511	\$ 91,756	\$ 83,957	\$ 94,508	\$ 86,475
Ele Assist Principal	200	\$ 80,386	\$ 73,553	\$ 82,798	\$ 75,760	\$ 85,282	\$ 78,033
Cont Ed Asst Principal	200	\$ 79,395	\$ 72,646	\$ 81,777	\$ 74,826	\$ 84,229	\$ 77,070