

MASTER AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE CITY OF PONTIAC

AND THE
PONTIAC ASSOCIATION
OF SCHOOL ADMINISTRATORS

2004-2007

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PONTIAC ASSOCIATION OF SCHOOL ADMINISTRATORS**

This Agreement is entered into this 1st day of July, 2004, 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

- Item 1 The term “Board” when used hereinafter in this Agreement shall refer to the legally elected representatives of the District.
- Item 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.
- Item 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

- Item 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.
- Item 2 Categorical program positions included in this Agreement shall be continued as long as adequate financial support from State and Federal Government is continued. 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.

Item 3 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
Director
Assistant Director
Supervisor

Item 4 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

Item 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.

Item 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.

Item 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.

- Item 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.

- Item 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.

- Item 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.

- Item 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.

- Item 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.

- Item 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.

- Item 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.

- Item 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.

ARTICLE IV MEMBERSHIP, DUES, FEES, AND DEDUCTIONS

- Item 1 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.
- Item 2 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.
- Item 3 Administrators shall by the sixtieth (60th) day from commencement of employment, commencement of the school year, assessment of dues by the Association or execution of this Agreement, whichever is later, become Association members or pay the Association a service charge for the administration of this agreement. The service charge shall be equal to the annual membership dues as determined by the Executive Board of the Association.
- Item 4 The interpretation, application, administration, and enforcement of this Article shall be in accordance with the laws of the State of Michigan and to the extent that it does not conflict with any Federal laws.
- Item 5 In the event an administrator does not directly or through a voluntary deduction authorization join the Association or tender a service charge to the Association by the required sixtieth (60th) day, the Board shall deduct from the salary of such administrator an amount equal to the Association service charge as certified by the Association President providing the Association has complied with the following:
- 5.1 Fulfilling the requirements of Item 3 of this Article.
 - 5.2 Fulfilling its fiduciary obligations by sending written notice to the administrator of the obligation to tender dues or service charge, the reasonable date of such obligation, the amount of such tender, and to whom such tender is to be made.
 - 5.3 Fulfilling its responsibilities by sending written notice to the administrator that obligations have not been fulfilled by the requisite date or a reasonable period of time thereafter, and that a request for the salary deduction penalty has been made to the Superintendent.
 - 5.4 Stating in the request for the salary deduction penalty that such request is in conformance with the provisions of this Article, that the administrator has not complied with the obligations, that it is an official request of the Association, and that the "save-harmless" clause as set forth in Article IV.9 shall be put into effect.
 - 5.5 Providing the Board documentary evidence of compliance with the elements in this Article.

Item 6 In implementing this Article, the Board and the Association assume the following responsibilities:

- 6.1 The Board shall give notice of and explain this Article to all new administrators at time of employment.
- 6.2 The Association shall provide the Board with notices for each new administrator stating the dues, the time limit meeting such obligations, and to whom such tender is made.
- 6.3 The Board shall notify the Association of all new administrators hired and the location of their assignment.

Item 7 In the event an administrator does not tender payment of dues or service charge directly to the Association, the Administrator may execute a written authorization to the Board for payroll deduction. Such authorization shall be voluntary and is revocable from year to year, preferably between June 1 and September 1. The deductions permitted under the authorization shall be:

- 7.1 Association Member -- The regular and equal amount of dues and fees of the Association, excluding fines, assessments, etc.
- 7.2 Non-Members -- The service charge as provided in Item 3 of this Article.

Item 8 The procedure for deduction shall be:

- 8.1 Deduction shall be made in equal installments beginning with the first pay after receipt of the authorization.
- 8.2 By the fifteenth (15th) of each succeeding month, the Board shall transmit the monies to the Association's treasurer.
- 8.3 Administrators hired during the school year shall tender through direct payment or payroll deduction a pro-rata amount of the membership dues or service charge. Such pro-ratum shall be based on a ten (10) month school year. The majority of the days left in a month shall govern.

Item 9 The Association shall assume the legal defense of any suit or action against the Board regarding this Article. The Association further shall indemnify and save-harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject to the following conditions:

- 9.1 The damages have not resulted from negligence, misfeasance, or malfeasance of the Board or its agents.
- 9.2 The Association, after discussion with Board, may appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal.

- 9.3 The Association's legal counsel may direct the defense of any lawsuit involving this Article.
- 9.4 The Association may compromise or settle any claim made against the Board under this Article.

ARTICLE V 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

- Item 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.
- Item 2 Each administrator shall have direct supervision and evaluation authority for all personnel assigned to the administrator's area of authority.
- Item 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.
- Item 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.

- Item 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, Item 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

- Item 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.

- Item 2 Administrators shall be allowed a duty free lunch period not to exceed one (1) hour.

- Item 3 Buildings that have Assistant Principals, the Assistant Principal will not be compensated if he/she substitutes for the absent Principal. Administrators who are required to conduct student disciplinary hearings will be compensated at a rate of \$50.00 per hearing.

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.

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 30th 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

- Item 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.
- Item 2 The Board shall provide adequate resources to each administrator to complete his/her assignments.

ARTICLE VI 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 VII STAFFING METHODS AND PROCEDURES

Section A Creation or Modification or Elimination of Positions

Item 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 Item 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.

- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.

Item 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.

Item 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 of the date of receipt 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 Item 2 in this Section.

Item 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

Item 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.

- Item 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.
- Item 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.
- Item 4 The reduction of the classification of an administrative position shall not be used as a disciplinary action against the administrator holding that position.
- Item 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

- Item 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.
- Item 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 Item. Administrators on the recall list shall be included in provisions of this Item.

Item 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.

3.1 Consideration shall be given to current or laid-off Administrators who apply with equal qualifications to any other candidates for the vacant position.

3.2 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.

3.3 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.

Item 4 District administrative experience shall count as teaching experience for purposes of teacher seniority and tenure.

Item 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 item is not to be used to avoid filling vacant positions, to discipline administrators, or to provide trial periods or training for administrators.

Item 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

Item 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.

- Item 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.
- Item 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, Item 1, except the three (3) day cap in that Section shall not apply.
- Item 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

- Item 1 An administrator may be discharged or disciplined only for just and reasonable cause.
- Item 2 Non-disciplinary decisions regarding the continued employment of probationary administrators are reserved to the Board.
- Item 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.

Item 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

Item 1 The Association and the Board shall work cooperatively throughout the layoff and recall process.

Item 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.

2.1 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.

Item 3 An administrator who is laid off in accordance with Item 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 item 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.

Item 4 An administrator shall be recalled by seniority to a position for which the administrator is qualified. For the purpose of this item, 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.

Item 5 A laid-off administrator who does not meet the criteria stated in Item 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.

Item 6 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:

6.1 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.

6.2 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.

6.2 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 VIII 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

Item 1 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.

- Item 2 Expenses incurred for medical, dental, surgical, and hospital care in excess of those covered by hospitalization and dental insurance provided by the Board shall be the responsibility of the Board. Evidence of the amount of loss may be required.
- Item 3 Personal property damage or loss to an administrator while acting as an administrator caused by unusual or extenuating circumstances or not covered above may be 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

- Item 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 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.
- Item 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

- Item 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.
- Item 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

- Item 1 Administrators shall be issued individual annual contracts which conform with the provisions of this Agreement, and are subject to the following exceptions:
- 1.1 Modification or deletion of the position as provided in Article VII.
 - 1.2 Reassignment or termination by mutual consent.
- Item 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.
- Item 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.
- Item 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.
- Item 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.

- Item 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.
- Item 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, Items 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.

- Identify additional performance standards
- Notify employees of evaluation status, i.e. Directed or PPDP and discuss deadlines.
- Review Reflection/Evaluator Feedback.

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.

- Employee presents performance goals and measurable outcomes, which “must” be mutually agreed upon.
- Identify any support that may be needed to achieve objectives.

Third Meeting: *Recommended date for completion no later than March 15.

*Summary of learning.

- Discussion of goals for the following year.

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.

*Review Reflection/Evaluator Feedback.

Purpose: *Review expectations.

*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

Item 1 Each administrator shall accumulate, without limit, one (1) leave day for every sixteen (16) work days in the individual contract. The maximum entitlement and accumulation per annum shall be:

185-191 work days	11 1/2 days leave entitlement
192-201 work days	12 1/2 days leave entitlement
202-211 work days	13 days leave entitlement
212-221 work days	13 1/2 days leave entitlement
222-231 work days	14 days leave entitlement

1.1 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.

Item 2 Administrators shall draw on accumulated leave days for the following reasons:

2.1 Personal illness, injury or disability.

- 2.2 Illness in the immediate household of the administrator if presence is necessary to attend to the needs of the person who is ill.
- 2.3 Critical illness in the family of the administrator.
- 2.4 Death in the family (beyond approved leave days).
- 2.5 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. 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

- Item 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.
- Item 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.
- Item 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.
- Item 4 The administrator must request assistance from the Association to receive Sick Bank benefits. The Association shall authorize use of days from the bank.
- Item 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

- Item 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.
 - 1.1 Registration for on-campus or university courses when such registration cannot be accomplished at a time when the District schools are not in session.
 - 1.2 Religious holiday when school is in session.

- 1.3 Transaction of legal business when it cannot be done at another time outside of when school is in session.
- 1.4 Emergencies which require the presence of the administrator.
- 1.5 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.)
- 1.6 Death of relatives or close friends for whose funeral arrangements the administrator is responsible.
- 1.7 Attendance at funerals of friends or relatives where the relationship of the administrator warrants such attendance.

Item 2 Approved Leave days for the above reasons shall be requested in writing to the immediate supervisor in advance, unless impossible.

Item 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.

Item 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

Item 1 When an 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.

Item 2 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 Item 1 of this Section.

2.1 The estates of administrators who qualify under this section at the time of their demise shall be paid the terminal pay due under Item 1.

- Item 3 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.
- Item 4 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.
- Item 5 **Early Retirement Incentive Plan:** see attached one-time plan. Minimum of ten (10) administrators and a maximum of fifteen (15) must elect to retire by June 30, 1994. To be fully eligible, an administrator must have ten (10) years of administrative service or twenty years (20) total service with the School District. A maximum of three (3) administrators, with less than 20 years total service, but with five to nine years of administrative service, may receive a pro-rated incentive as follows: 9 years @ 80%, 8 years @ 70%, 7 years @ 60%, 6 years @ 50%, and 5 years @ 40%. The fifteen most senior and eligible administrators who elect to resign shall receive this incentive per the attached plan. Payments under this plan shall be self-funded by the District. The District agrees to provide a written guarantee to each individual administrator for the total amount of the 120 payments.

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

- Item 1 The Board shall provide the health benefit for each eligible administrator who applies within the following framework:

1.1 The health benefits shall be:

2004-05 School Year:

- Option 1: The Board will provide MESSA Choices II (up to full family coverage.) Administrators electing MESSA Choices II will receive a one time incentive of \$250.00 to be paid no later than thirty (30) days after the open enrollment period ends for initial enrollment in MESSA Choices II during the first open enrollment period.
- Option 2: The Board will provide MESSA Super Care I (up to full family coverage). Administrators electing to remain on MESSA Super Care I, will have a mandatory payroll deduction of eighty-five (\$85.00) per month which will begin after the open enrollment period ends.

2005-06 School Year:

- Option 1: The Board will provide MESSA Choices II (up to full family coverage).
- Option 2: The Board will provide MESSA Super Care I without the hearing aid rider or the wellness rider (up to full family coverage). The Board shall pay up to the cost of MESSA Choices II. Administrators electing to remain on MESSA Super Care I, will have a mandatory payroll deduction to be determined by the insurance rates effective July 1. Administrators will be notified by May 15th of the new monthly rate.

2006-07 School Year:

- Option 1: The Board will provide MESSA Choices II (up to full family coverage).
- Option 2: The Board will provide MESSA Super Care I without the hearing aid rider or the wellness rider (up to full family coverage). The Board shall pay up to the cost of MESSA Choices II. Administrators electing to remain on MESSA Super Care I, will have a mandatory payroll deduction to be determined by the insurance rates effective July 1. Administrators will be notified by May 15 of the new monthly rate.

Administrators hired after ratification of the 2004-07 contract will have MESSA Choices II.

The benefits shall be implemented consistent with the carrier's rules and regulations by the first of the month following enrollment for new applicants.

The Board shall make employees whole for the annual deductible provided documentation is submitted within six (6) months of the end of the calendar year for insurance.

The amount of the health insurance premium cost for which the Administrator is responsible shall be deducted from the Administrator's pay pursuant to the requirements of this provision of the Agreement without the need for individual authorization by the Administrator.

1.2 Benefits shall allow for sponsored dependent rider(s) available with which shall be at the employee's expense.

1.3 Administrators hired shall become eligible for those benefits on the first day worked, except for those employees becoming eligible during an open enrollment period. Their benefits will begin the first day of the month following the enrollment period.

1.3.1 If the administrator is absent from work on the date benefits would otherwise become effective, the effective date of coverage for benefits will be deferred to the first day the administrator is actively at work.

Item 2 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.

2.1 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.

Item 3 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.

Item 4 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

Item 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.

Item 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.

Item 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.

Item 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

Item 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.

Item 2 The program shall provide:

2.1 Payment of sixty (60) percent of the administrator's normal gross earnings and shall not exceed \$2600 per month (\$2700 per month effective 1 July 1986; \$2815 per month effective 1 July 1987) after a waiting period of 180 calendar days.

2.2 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.

2.3 The duration of long-term disability benefits will be in accordance with the ADEA guidelines (age 70 maximum).

Item 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

Item 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 \$1500 lifetime maximum. The annual maximum for basic prosthodontic service shall be \$1,200. The Board will establish a \$3,000 (\$3,500 as of July 1, 1994) fund annually that will reimburse an administrator for approved dental expenses above caps in benefits listed less applicable co-pays and orthodontic coverage. All bills must be submitted by June 30 with reimbursement by September 1. If bills submitted exceed the fund amount for the unit, the amount shall be pro-rated among those who qualify for payment. 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 Offices.

Item 2 The dental plan shall provide for both internal and external coordination of benefits.

Item 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 Mileage

Mileage reimbursement for approved business use of personal cars at the maximum rate allowable under the Internal Revenue Code before such allowance becomes taxable as income shall be provided.

Section N Staff Development

- Item 1 A maximum dollar amount established by multiplying the number of administrators (as of October 1 of each school year) times two hundred dollars \$200.00 shall be provided to reimburse administrators for tuition cost of courses taken that are related to the administrators position responsibility or costs of other staff development activities approved by the Superintendent. Administrators shall submit required information by June 30 of each year. Payment shall be made the following September for administrators who continue with the District. Payment shall be prorated if the total claims exceed the amount in effect. However, the minimum reimbursement shall be 75%. Administrators on sabbatical leave, administrators who have fellowships covering tuition, and conference expenses of any type are excluded from reimbursement from this Section.
- Item 2 Each fiscal year the Board shall be required to provide the equivalent of four (4) staff development sessions for each administrator. A session is defined as a seven and one half (7 1/2) hour non-work day. Attendance at these sessions will be encouraged but not required. Administrators who participate in these sessions shall be paid at the \$300.00 per day administrator's staff development rate. The plans for this staff development shall be developed jointly between the Association and the Superintendent or designee.
- Item 3 An administrator may elect to be reimbursed for a physical examination in lieu of one (1) staff development day. The reimbursement, not to exceed \$300.00, shall be authorized upon presentation in the Personnel Office of a physician's receipt for a physical examination.

Section O Material and Equipment Reimbursement

Administrators shall be furnished with a budget of five hundred dollars (\$500.00) to be expended on materials and equipment needed for job related activities by December 1 of each year.

Section P Enrollment Factor

Item 1 Senior High, Junior High, and Elementary Principals and Assistant Principals shall receive an enrollment factor based upon a number which is an average of the students in attendance on the two official annual enrollment count days established by state law (approximately the 4th Friday and the 20th Friday). Certified Special Education students shall count double to those who receive an enrollment factor. The enrollment factor shall be paid to the administrator during June of each year.

Item 2 Senior High Principals and Senior High Assistant Principals shall receive \$1.50 per student for enrollment over 2,000 students. Junior High Principals and Junior High Assistant Principals shall receive \$1.50 per student for enrollment over 400 students.

Item 3 Elementary Principals and Elementary Assistant Principals shall receive \$3.00 per student for enrollment over 300 students and \$4.50 per student for enrollment over 500 students.

Section Q Longevity Pay

Item 1 A longevity stipend shall be paid administrators who have completed two (2) years of service in the School District according to the following schedule:

<u>Years of Service</u>	<u>Percent of Yearly Salary</u>
6-9	0.5
10-14	1.0
15-19	1.5
20-24	2.0
25-29	2.5
30 or more	3.0

Item 2 The above payments are not to be construed as accumulation of years or amounts per year, but rather as a single entitlement depending upon the years of service. Years of service must be with the District. The entitlement will be paid on a biweekly basis.

Item 3 Beginning with this contract, in determining "Years of Service," those administrators who were appointed prior to January 17th will be given credit for one (1) year on June 30 and will begin their second year of service on July 1, the same year.

Section R Leave of Absence Without Pay

- Item 1 Leave of Absence without pay shall be granted to administrators for the following reasons:
- 1.1 Health or child care
 - 1.1.1 Personal illness or disability (physical or mental)
 - 1.1.2 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).
 - 1.2 Study in an institution of recognized rank
 - 1.3 Travel and work experience related to education
 - 1.4 Active or inactive military duty
 - 1.5 Service in government or other national or state service or professional organization
 - 1.6 Campaign for or service in public office
 - 1.7 Explore a career option (see Item 7 of this Section)
 - 1.8 Any other Leave requested by a administrator and deemed appropriate by the Board,
- Item 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.
- Item 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.
- Item 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.
- Item 5 The administrator's status during a Leave of Absence shall be:
- 5.1 Leave days shall remain as of the balance at the beginning of the Leave.
 - 5.2 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.

5.3 Leave days shall not accrue during a Leave of Absence.

Item 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.

Item 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 S Sabbatical Leave

Item 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.

Item 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.

Item 3 Administrators who meet the qualifications shall be eligible to apply for a Sabbatical Leave subject to the following conditions and requirements:

3.1 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.

3.2 The study, research, and/or professional travel must be of mutual value to the District as well as to the administrator.

3.3 Sabbatical Leave may be granted for one (1) full semester or two (2) full consecutive semesters.

3.4 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.

Item 4 If all other factors are equal, the person with the greatest seniority as an administrator shall be granted such leave.

Item 5 The financial requirements while on Sabbatical Leave shall be as follows:

5.1 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.

5.2 Payment of salary while on Sabbatical Leave shall be made in accordance with provisions for payment of salary to other administrators.

5.3 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.

Item 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.

Section T Building Administrator Pay

Administrators designated as the "Building Administrator" per Article V.B.1 above, except for principals and assistant principals, shall receive an annual stipend of one (1) percent of their salary to be paid biweekly.

Section U Car Allowance

Administrators shall receive a car allowance of \$34.00 per month, for use of personal cars during the normal work day. This allowance will be paid to administrators on June 30 of each school year. This benefit will be pro-rated if an administrator works less than a full year.

ARTICLE XI SALARY SCHEDULE

Section A Salary Schedule Procedures

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

- Item 2 Upon application, an administrator who meets the necessary qualifications may elect to be placed on the Senior Administrator's Salary Schedule.
- Item 3 The District and Association jointly agree to prepare a Letter of Agreement to conduct a study of the administrative salaries, benefits, and other forms of compensation provided in Pontiac and in other school districts in Southeastern Michigan. (See copy attached). This study is to be completed by 06/30/94.

Section B Adjustment of Salary by the Superintendent

- Item 1 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

- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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 Economic Adjustment

There will not be an economic adjustment during the term of this Agreement.

Section E Additional Compensation for Education

- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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.
- Item 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 F Additional Compensation for Experience

- Item 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.
- Item 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.

- Item 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.

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.

The title of Level 4 Supervisor presently assigned to Vocare is changed to "Principal, Vocare," and moved from Central Office schedule to a new line on the Building schedule to be paid at daily rate of elementary principal for 200 day contract year.

Section H Senior Administrator Salary Schedule

- Item 1 Beginning with the 1988-89 contract year, the Board and the Association agree to implement a Senior Administrator Salary Schedule according to the following guidelines and conditions.

2.1 The schedule will include a pay-out over the last three years of employment equal to the retirement pay provided to administrators under Article X, Section D (Terminal Pay) of the Master Agreement. One third (1/3) of the total number of days to be credited will be multiplied by the Building Administrator or Central Office Administrator Salary Schedule daily rate of that administrator for that year, and the resulting amount added to the salary of that administrator for each of the last three years. The administrator will agree in writing to forego any payment under Article X, Section D, upon retirement, and to a salary reduction to the standard salary for that position at the appropriate level, if the administrator elects to work more than the three specified years. Should the administrator elect to retire prior to the expiration of the three year period, or fail to meet the minimum conditions to the Senior Administrator Salary Schedule will be deducted from any terminal pay benefit, and the unused leave days returned to the administrator's bank. The administrator will then be eligible for a reduced terminal pay benefit.

2.2 Administrators electing to be placed on the Senior Administrator's Salary Schedule shall have a minimum of 50 days of accumulated leave upon entry into the program and shall also have a minimum of 50 days at the beginning of the second and third years. This program is for full years only. With the exception of the 1988-89 school year, administrators will be permitted to enroll only prior to July of any given year, for the full year to follow.

ARTICLE XII SALARY ADJUSTMENTS

The benefits of this Agreement shall apply to all PASA administrators who are actively employed at the ratification of this Agreement.

Item 1 The salary schedule shall increase as follows:

- a. The Salary Schedule for 2004-2005 shall be the eleventh step schedule attached.
- b. The Salary Schedule for 2005-2006 shall be the eleventh step schedule attached.
- c. The Salary Schedule for 2006-2007 shall be the eleventh step schedule attached.

PASA Master Agreement: 2004-2007

PASA 2004-07 SALARY SCHEDULE

Class	Yr	1	2	3	4	5	6	7	8	9	10	11	
1 Senior High Prft	04-05	74,951	77,201	79,517	81,903	84,360	86,891	89,498	92,183	94,949	97,798	100,732	103,751
2 JH & Alt HS Prft	04-05	69,141	71,216	73,363	75,554	77,821	80,156	82,561	85,038	87,589	90,217	92,924	95,709
3 OTC/NE Princip	04-05	67,456	69,480	71,564	73,711	75,922	78,200	80,546	82,962	85,451	88,015	90,656	93,375
4 Elem & Special	04-05	67,277	69,295	71,374	73,515	75,721	77,993	80,333	82,743	85,225	87,782	90,416	93,127
5 Elem Asst Princ	04-05	60,710	62,531	64,407	66,339	68,329	70,379	72,490	74,665	76,905	79,212	81,588	84,036
6 Senior High Ass	04-05	65,956	67,935	69,973	72,072	74,232	76,459	78,753	81,116	83,550	86,057	88,638	91,297
7 Hawthorne Prin	04-05	65,958	67,935	69,973	72,072	74,232	76,459	78,753	81,116	83,550	86,057	88,638	91,297
8 JH & OTCNE A	04-05	62,210	64,076	65,998	67,978	70,017	72,118	74,282	76,511	78,806	81,170	83,605	86,113
9 Cont. Ed Asst P	04-05	59,960	61,759	63,612	65,520	67,486	69,511	71,596	73,744	75,956	78,235	80,582	82,999
1 Executive Direc	04-05	78,538	80,894	83,321	85,821	88,396	91,048	93,779	96,593	99,490	102,475	105,549	108,714
2 Director	04-05	71,954	74,113	76,336	78,626	80,985	83,415	85,918	88,496	91,151	93,886	96,703	99,604
3 Director	04-05	68,955	71,024	73,155	75,350	77,611	79,939	82,337	84,807	87,351	89,972	92,671	95,451
4 Supervisor	04-05	65,957	67,936	69,974	72,072	74,235	76,462	78,756	81,119	83,552	86,059	88,641	91,300
5 Supervisor	04-05	62,960	64,849	66,795	68,799	70,863	72,989	75,179	77,434	79,757	82,150	84,615	87,153
6 Supervisor	04-05	59,959	61,758	63,611	65,519	67,485	69,510	71,595	73,743	75,955	78,234	80,581	82,998
7 Supervisor	04-05	50,218	51,725	53,277	54,875	56,521	58,217	59,964	61,763	63,616	65,525	67,491	69,516
8 Supervisor	04-05	40,474	41,688	42,939	44,227	45,554	46,921	48,329	49,779	51,272	52,810	54,394	56,026
1 Senior High Prft	05-06	76,075	78,359	80,710	83,132	85,625	88,194	90,840	93,566	96,373	99,265	102,243	105,307
2 JH & Alt HS Prft	05-06	70,178	72,284	74,453	76,687	78,988	81,358	83,799	86,314	88,903	91,570	94,318	97,145
3 OTC/NE Princip	05-06	68,468	70,522	72,637	74,817	77,061	79,373	81,754	84,206	86,733	89,335	92,016	94,776
4 Elem & Special	05-06	68,286	70,334	72,445	74,618	76,857	79,163	81,538	83,984	86,503	89,099	91,772	94,524
5 Elem Asst Princ	05-06	61,621	63,469	65,373	67,334	69,354	71,435	73,577	75,785	78,059	80,400	82,812	85,297
6 Senior High Ass	05-06	66,945	68,954	71,023	73,153	75,345	77,606	79,934	82,333	84,803	87,347	89,968	92,667
7 Hawthorne Prin	05-06	66,945	68,954	71,023	73,153	75,345	77,606	79,934	82,333	84,803	87,347	89,968	92,667
8 JH & OTCNE A	05-06	63,143	65,037	66,988	68,998	71,067	73,200	75,396	77,659	79,988	82,388	84,859	87,405
9 Cont. Ed Asst P	05-06	60,859	62,885	64,966	67,103	69,299	71,554	73,870	76,247	78,685	81,184	83,744	86,364
1 Executive Direc	05-06	79,716	82,107	84,571	87,108	89,722	92,414	95,186	98,042	100,982	104,012	107,132	110,345
2 Director	05-06	73,033	75,225	77,481	79,805	82,200	84,666	87,207	89,823	92,518	95,294	98,154	101,098
3 Director	05-06	69,989	72,089	74,252	76,480	78,775	81,136	83,572	86,079	88,661	91,322	94,061	96,883
4 Supervisor	05-06	66,946	68,955	71,024	73,153	75,349	77,609	79,937	82,336	84,805	87,350	89,971	92,670
5 Supervisor	05-06	63,904	65,822	67,797	69,831	71,928	74,084	76,307	78,596	80,953	83,382	85,884	88,460
6 Supervisor	05-06	60,858	62,684	64,565	66,502	68,497	70,553	72,669	74,849	77,094	79,408	81,790	84,243
7 Supervisor	05-06	50,971	52,501	54,076	55,698	57,369	59,090	60,863	62,689	64,570	66,508	68,503	70,559
8 Supervisor	05-06	41,081	42,313	43,583	44,890	46,237	47,625	49,054	50,526	52,041	53,602	55,210	56,866


PASA 2004-07 SALARY SCHEDULE

Yr	77,216	79,534	81,920	84,379	86,910	89,517	92,203	94,989	97,819	100,754	103,777	106,887
1 Senior High Prnr 06-07	77,216	79,534	81,920	84,379	86,910	89,517	92,203	94,989	97,819	100,754	103,777	106,887
2 JH & Alt HS Prnr 06-07	71,231	73,369	75,570	77,838	80,173	82,579	85,056	87,608	90,236	92,944	95,733	98,602
3 OTC/NE Prncpl 06-07	69,495	71,580	73,727	75,939	78,217	80,564	82,981	85,470	88,034	90,675	93,396	96,197
4 Elem & Special 06-07	69,310	71,389	73,531	75,737	78,010	80,350	82,761	85,244	87,801	90,435	93,149	95,942
5 Elem Asst Princ 06-07	62,545	64,421	66,354	68,344	70,394	72,506	74,681	76,922	79,229	81,606	84,054	86,576
6 Senior High Asst 06-07	67,950	69,988	72,088	74,250	76,476	78,770	81,133	83,568	86,075	88,658	91,317	94,057
7 Hawthorne Prim 06-07	67,950	69,988	72,088	74,250	76,476	78,770	81,133	83,568	86,075	88,658	91,317	94,057
8 JH & OTCNE A 06-07	64,090	66,013	67,993	70,033	72,133	74,298	76,527	78,824	81,188	83,623	86,132	88,716
9 Cont. Ed Asst P 06-07	61,772	63,626	65,535	67,500	69,526	71,612	73,760	75,973	78,252	80,600	83,018	85,508
1 Executive Direc 06-07	80,912	83,339	85,839	88,415	91,068	93,800	96,613	99,513	102,497	105,572	108,739	112,000
2 Director 06-07	74,129	76,353	78,643	81,002	83,433	85,936	88,515	91,171	93,908	96,724	99,628	102,615
3 Director 06-07	71,039	73,171	75,366	77,627	79,957	82,355	84,828	87,370	89,991	92,691	95,472	98,336
4 Supervisor 06-07	67,951	69,989	72,089	74,250	76,479	78,773	81,136	83,571	86,077	88,660	91,320	94,060
5 Supervisor 06-07	64,863	66,809	68,814	70,878	73,005	75,195	77,451	79,774	82,168	84,633	87,172	89,787
6 Supervisor 06-07	61,771	63,625	65,534	67,499	69,525	71,611	73,759	75,972	78,251	80,599	83,017	85,507
7 Supervisor 06-07	51,736	53,288	54,887	56,534	58,229	59,977	61,778	63,630	65,539	67,505	69,531	71,617
8 Supervisor 06-07	41,697	42,948	44,237	45,564	46,931	48,339	49,790	51,284	52,822	54,406	56,038	57,719

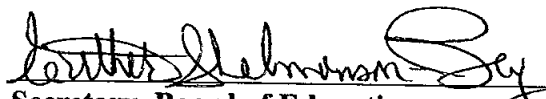
ARTICLE XIII DURATION OF AGREEMENT

- Item 1 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.
- Item 2 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.
- Item 3 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.
- Item 4 This Agreement shall have an effective date of July 1, 2004, and shall be in effect until June 30, 2007.
- Item 5 Bargaining for a successor Agreement shall begin no later than April 1, 2007. Should there be no tentative agreement upon a successor agreement by the expiration date of June 30, 2007, this Agreement will be extended for ninety (90) days or until a new Agreement is ratified, whichever is sooner. During the period of extension, either the Association or the Board may opt to move to mediation from the Michigan Employment Relations Commission. Should the premium of the health insurance plan increase effective July 1, 2007, the amount the of the premium increase shall be shared equally and paid one-half by the Board and one-half by the Administrator until otherwise agreed upon by the Association and the Board in bargaining.
- Item 6 All letters of Agreement approved by the Board and the Association are considered to be a part of this Master Agreement.

Date _____



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




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

Date 4-7-06



President, Pontiac Association of

School Administrators



**Secretary, Pontiac Association of
School Administrators**

Letter of Agreement between the
SCHOOL DISTRICT OF THE CITY OF PONTIAC
and the
PONTIAC ASSOCIATION OF SCHOOL ADMINISTRATORS

regarding the
Senior Administrator Salary Schedule

Beginning with the 1988-89 contract year, the Board and the Association agree to implement a Senior Administrator Salary Schedule according to the following guidelines and conditions:

1. The schedule will include a pay-out over the last three years of employment equal to the retirement pay provided to administrators under Article X, Section D (Terminal Pay) of the Master Agreement. One-third (1/3) of the total number of days to be credited will be multiplied by the Building Administrator or Central Office Administrator Salary Schedule daily rate of that administrator for that year, and the resulting amount added to the salary of that administrator for each of the last three years. The administrator will agree in writing to forego any payment under Article X, Section D, upon retirement, and to a salary reduction to the standard salary for that position at the appropriate level, if the administrator elects to work more than the three specified years. Should the administrator elect to retire prior to the expiration of the three year period, or fail to meet the minimum conditions to continue on the schedule, the amount already paid under the Senior Administrator Salary Schedule will be deducted from any terminal pay benefit, and the unused leave days returned to the administrator's bank. The administrator will then be eligible for a reduced terminal pay benefit.
2. Administrators electing to be placed on the Senior Administrator's Salary Schedule shall have a minimum 50 days of accumulated leave upon entry into the program and shall also have a minimum of 50 days at the beginning of the second and third years. This program is for full years only. With the exception of the 1988-89 school year, administrators will be permitted to enroll only prior to July 1 of any given year, for the full year to follow.



FOR THE ASSOCIATION



FOR THE BOARD OF EDUCATION

4-7-06
DATE

DATE


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.

Attachment: Michigan Department of Education Accountability Standards.


For the Association


For the Board of Education

4 / 7 / 06
Date

 / /
Date

School District of the City of Pontiac
Accountability Standards
School Performance Indicators


	Points Value	Point Attained
SCHOOL PERFORMANCE INDICATORS		
Indicators of Engagement		
• Performance Management Systems	3	-
• Continuous Improvement	3	-
Indicators of Instructional Quality		
• Teacher Quality and Professional Development	3	-
• Extended Learning Opportunities	3	-
• Arts Education and Humanities for all Students	3	-
• Advance Coursework	3	-
Indicators of Learning Opportunities		
• Family Involvement	3	-
• Student Attendance and Dropout Rate	3	-
• Four-Year Education and Employment Plan	3	-
• School Facilities	3	-
Student Achievement		
• Achievement Status	23	-
• Achievement Change	22	-
• Achievement Growth	22	-
Total Michigan YES! Points	100	-
District Factors		
Scientific research-based School Improvement Plan	5	-
Parental Involvement Plan	5	-
Monitoring curriculum implementation	5	-
Evidence of Instructional monitoring (classroom observation)	5	-
Evidence of leadership training plan	5	-
Proportion of students passing (80% or greater)	5	-
Proportion of students enrolled in special education (<6.0%)	2	-
Proportion of students in attendance (92% or greater)	2	-
Evidence of student assistance team	2	-
Evidence of monthly meetings/staff development opportunities	2	-
Evidence of suspension/discipline plan	2	-
Evidence of a safe, drug-free climate	2	-
Achievement incentive programs for students & staff	2	-
Peer review and Stakeholder evaluations	2	-
Student Immunization Data	2	-
Evidence of alternative suspension plans	2	-
Total District Points	50	-
Total School Points	150	-

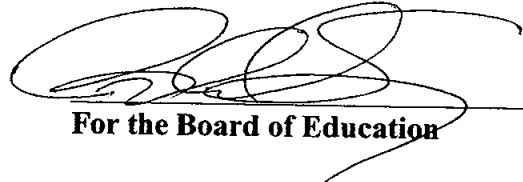
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✓ And as amended from time to time by the Michigan Department of Education.

**Letter of Understanding
between
The Pontiac Association of School Administrators
and
Board of Education of the School District of the City of Pontiac**

If a Drug and Alcohol Policy is put in place by the Board of Education of the School District of the City of Pontiac, the Pontiac Association of School Administrators reserves the right to challenge the reasonableness of the policy for a period of thirty (30) days from the issuance of said policy. The Association reserves the right to file a grievance on behalf of any Association member who may face charges as a result of the policy.


For the Association


For the Board of Education

4 / 7 / 06
Date

 / /
Date