
Plymouth-Canton



Community Schools

Agreement

Between the

Plymouth-Canton Board of Education

and the

Plymouth-Canton
Administrators

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ARTICLE I Recognition

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

ARTICLE II Definitions

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

ARTICLE III Association Rights

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

ARTICLE IV Administrator's Rights

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

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

- 4.11 **ASSOCIATION REPRESENTATION.** Administrators shall be entitled to ASSOCIATION representation, upon request, at conferences where disciplinary action will be discussed or where discipline will be imposed.

ARTICLE V Board's Rights

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

ARTICLE VI Employment Security

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

FIRST YEAR:

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

SECOND YEAR:

- B. If the nonrenewal is based upon reasonable and just cause in the performance of the administrator's duties, the administrator shall be given written charges of such claim. The administrator shall, within ten (10) days of receipt of the charges, submit an answer to the charges and will be granted a hearing with the Superintendent and the Board, if so desired.
 - C. Under subsections A and B above, if the hearing is requested, it shall be held within fifteen (15) days, with a written determination issued within ten (10) days therefrom.
 - D. At the hearing, the administrator may be represented by counsel, and the administrator shall have the opportunity to present testimony and cross-question persons speaking in support of the nonrenewal.
- 6.3 **PROFESSIONAL CONDUCT.** The administrator agrees to perform the employment duties and functions in a manner that encourages quality in the educational process and is in accordance with the policies, rules and regulations of the Board and/or Superintendent. In the event of acts of misconduct in the performance of the administrator's duties, as opposed to non-satisfactory performance, said administrator may be terminated pursuant to the provisions set forth in Section 6.2 above.
- 6.4 **DISCIPLINE.**
- A. No administrator shall be disciplined (i.e., written reprimand, reduction in compensation, suspension without pay) without reasonable and just cause. In the event of discipline, the Board, Superintendent or his/her designee, shall provide the administrator with written notice identifying the specific reason or cause for the discipline.
 - B. The administrator shall have recourse through the grievance procedure.
 - C. At no time will the specifics of the disciplinary action taken be shared with the public without written permission from the disciplined administrator except as required by state and/or federal law or applicable court of competent jurisdiction.
- 6.5 **EXCLUSIVE PROCEDURE.** The procedure for nonrenewal of contract set forth above shall be the exclusive procedure under this Agreement.
- 6.6 **REDUCTION IN PERSONNEL.** Should the Board determine it necessary to reduce the number of administrators by layoff of employment, the following procedure shall prevail:
- A. Every administrator who has satisfactorily completed the applicable probationary period under the Michigan Tenure Act shall have tenure as a teacher in the School District. Any reduction of administrative personnel shall mean the administrator so affected will be reassigned to a teaching position for which he is certified and qualified unless he becomes eligible for reassignment to another administrative position as provided herein.
 - B. Notice of reassignment shall be given by the Board at least ninety (90) calendar days prior to the expiration of the current school year.
 - C. Any administrator serving on a temporary basis in any administrative position shall be the first to be subject to reassignment. Regularly assigned administrators

needing reassignment because of reduction in a different position or a different level may apply for the position so vacated.

D. The Board will designate the organizational level(s) where reductions will occur. In determining the administrator to be reduced from such level, length of administrative service to the District will be the determining factor. When a problem arises in regard to the reduction, as identified by the Superintendent or an affected P.C.A. member, a committee of three (3), with one member appointed by the Superintendent and one member appointed by the P.C.A., and the third member selected by the two members, shall be assigned to make the decision as to who shall be reduced and/or retained. In making its decision, the committee shall utilize the following criteria:

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

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

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

ARTICLE VII Grievance Procedure

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

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

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

7.4 GRIEVANCE REPRESENTATION

- A. The Association shall establish a Grievance Committee to be selected in a manner determined by the Association. The Association agrees that it will identify to the Board, in writing, all current officers and Grievance Committee members.
- B. In the event any representative or member of the Grievance Committee is also the grievant in the matter at issue, he/she shall then disqualify himself/herself for the case involved and shall be replaced by another member of the Association in a manner determined by the Association.

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

7.6 PROCEDURE

INFORMAL PROCEDURE

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

FORMAL PROCEDURE

- B. Level two:
If the complaint is not resolved informally between the affected administrator and his/her supervisor, it shall be submitted in writing to the supervisor on the grievance form provided. Within seven (7) days after the submission of the grievance, the supervisor will hold a meeting with the grievant and a member of the P.C.A.G.C., the supervisor shall have ten (10) days after the conclusion of the meeting to render his/her decision.
- C. Level three:
If, within ten (10) days, the P.C.A.G.C. or the administrator is not satisfied with the disposition of the grievance, the grievance may be transmitted to the Superintendent or his/her designee by submitting a written copy of the grievance form. The Superintendent or his/her designee shall meet with the administrator and the P.C.A.G.A. within seven (7) days and shall render a disposition of the grievance within ten (10) days thereafter. A copy of the disposition shall be furnished to the administrator and the P.C.A.G.A.
- D. LEVEL FOUR:
If, within ten (10) days, the P.C.A. is not satisfied with the level three disposition, the grievance may be transmitted to the American Arbitration Association (AAA) by submitting a demand for arbitration with a copy to the Executive Director of Human

Resources and the Superintendent of Schools. The rules and procedures of AAA will be followed.

It is understood by the parties that:

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

7.6 MISCELLANEOUS.

- A. An administrator may, at any time, present grievances to the Superintendent or designee, and have the grievance adjusted, without intervention of the P.C.A.G.C. if the adjustment is not inconsistent with the terms of this Agreement, and provided the P.C.A.G.C. has been given the opportunity to be present at such adjustment.
- B. An administrator may withdraw a grievance at any level without prejudice or record. However, if in the judgment of the P.C.A. the grievance presents an issue of importance, the P.C.A. may process the grievance at the appropriate level.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution. It is understood, however, that no provision in this Agreement has subsistence beyond the expiration day, unless specifically agreed upon by the parties, in writing. (This is being proposed without prejudice to the Board position on this matter).
- D. For the purpose of assisting an administrator or the P.C.A.G.C. in the prosecution or defense of any contractual, administrative or legal proceedings, including, but not limited to, grievances and tenure proceedings, the Board shall permit an administrator reasonable access to and the opportunity to inspect and purchase copies of his/her personnel file and any other files or records of the Board which directly pertain to the administrator and the issues or proceedings in question. A representative of the P.C.A.G.C. may accompany and assist the administrator in this regard. Pre-employment information consisting of communications with college/university, previous employers and other reference information, however, shall not be available to the administrator.

- E. During the deliverance of any proceedings, and until a final determination has been reached, all proceedings shall be private and preliminary disposition will not be made public without the agreement of all parties.
- F. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- G. It is understood that if any administrator files a charge with a governmental agency such as the Equal Employment Opportunity Commission, Michigan Civil Rights Commission, Michigan Employment Relations Commission, Michigan Employment Security Commission, Michigan Department of Labor Bureau of Workers' Disability, Michigan Tenure Commission, and/or similar state or federal agency, said charge shall not be subject to arbitration under this agreement. It is further understood that the Employer reserves the right to set aside the findings and conclusions of any arbitration award where the employee files with the aforementioned governmental agencies on a charge previously determined by arbitration within a twelve (12) month period, except that if related issues were raised in the petition for arbitration, the findings and conclusions of said issues shall continue to be binding.

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

ARTICLE VIII

Staffing Methods and Procedures

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

filling of vacancies. All administrators who apply and are determined to be qualified for the open positions will be granted an interview. The administrator may be required to submit necessary materials and/or documentation in pursuit of the position. At the Administrator's request, the reasons for the selection of the successful applicant shall be reviewed with the interested applicant(s) by the Superintendent.

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

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

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

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

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

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

Elementary School6 months
Middle School9 months
High School12 months

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

8.11 PROBATIONARY PERIOD. It is hereby understood and agreed that all new administrators in the unit shall serve a probationary period of two (2) years. In addition, each administrator, except principals, who are placed into a new position will serve a probationary period of two (2) years in that new position unless the administrator has been employed by the district as an administrator for at least five (5) years in which case the probationary period will be eighteen (18) months. During the probationary period, the administrator shall receive a probationary contract which shall be for one-year periods, and shall be conferenced at least twice each probationary contract year with the first conference to be held on or before December 1st, which will include an interim evaluation report due by December 15, and the second conference held by March 15th with the evaluation document completed by March 30th of each year. Evaluations rated as satisfactory are necessary for completion of the probationary period. Upon successful completion of the probationary period, the administrator shall be offered a contract as per current Article VI, Section 6.1. If at the end of the probationary period, a person's performance is not satisfactory, he/she will be placed consistent with state law. He/she will be offered the first administrative position which becomes vacant in the same category for which he/she last received a satisfactory evaluation. This window will last up to three (3) years from the date of the unsatisfactory evaluation which resulted in the assignment change.

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

8.12 ADMINISTRATIVE STAFF ASSISTANCE. The parties recognize that operational and administrative problems arise within the building due to changes in student enrollments, program additions (E.S.Y. Special Education, Federal Programs, etc.); and varying student requirements, which require adjustment in administrative and clerical assistance. The

Central Administration and the P.C.A shall undertake to study and resolve any such problems. A committee shall be formed of three (3) Central Office administrators and three (3) building administrators (to be appointed by the P.C.A.) and shall meet upon the request of either party to make recommendations for changes in staffing.

ARTICLE IX Administrator Evaluation

- 9.1 **PROCESS AND PROCEDURE.** Evaluation is recognized as an ongoing process. If changes are sought to the evaluation tool by either party, these changes will, upon mutual agreement, be finalized for implementation as agreed to by the parties or it will become effective the first October after agreement is reached by the parties. Non-probationary administrators shall be formally evaluated at least once each year with the post observation conference held by June 15 with the evaluation document completed by June 30. Probationary administrators shall be formally conferenced at least twice each year. The first conference shall be held by December 1 with an interim report due by December 15, and the second conference held by March 15th with the evaluation document completed by March 30th each year. If a non-probationary administrator is to be placed on a program of assistance, the evaluation document shall be completed by June 1st.

Effective July 1, 1994, the evaluation shall be based on the total job responsibilities and items described in the administrator's Concepts Of A Job document or Annual Goals with a special emphasis given to defined yearly objectives.

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

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

- A. Areas of deficiency or weaknesses will be identified in writing.
- B. Written suggestions or guidelines for improvement will be made by the evaluator.
- C. If practicable, two administrators (which may include Central Administration personnel) shall be assigned to assist the Administrator.

- D. A specific plan including defined measurement criteria to improve his/her performance will be designed by the administrator and approved by his/her evaluator.
- E. Periodic reviews of no less than every month will occur. During the review sessions, the evaluator must maintain a written log of comments, which will include a general progress report. Copies will be made available upon request by the administrator and/or the P.C.A. Professional Problems Committee.

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

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

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

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

ARTICLE X Leave Policies

10.1 SABBATICAL LEAVE

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

professional improvement or restoration of health, shall not be deemed a break in the continuity of service required in this section. Subsequent sabbatical leaves may be granted after eligibility has been reestablished by service of an additional seven (7) years as a full-time employee.

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

J. Benefits for Sabbatical Leave:

1. Increments shall be counted during leave.
2. Leave time shall count toward retirement in accordance with School Code.
3. All negotiated insurance benefits shall continue in accordance with the P.C.A. Master Agreement.
4. Seniority will continue to accrue as an administrator.

10.2 UNPAID LEAVES

A. Eligibility for any kind of unpaid leave of absence, except as specified, shall be dependent upon a satisfactory record of at least two (2) years continuous employment in the Plymouth-Canton Community Schools. During this period of leave, the administrator has the option of paying the life and hospitalization insurance premiums for the coverage provided in this Agreement.

B. **MILITARY LEAVE.** A military leave of absence shall be granted in accordance with the applicable Federal and State Laws and without reference to the eligibility requirements stated in Section 10.2, A. above, to any administrator who shall be inducted or shall enlist on military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator shall be placed at the same position as he would have been had he been employed in the district during such period. Any administrator of the Board of Education covered by this Agreement who is a member of the National Guard or any other reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of time or vacation time during which he is engaged in the performance of official duty or training. While on such leave, he/she shall be paid an amount which, when combined with his/her military pay, would equal his/her regular salary not to exceed a total of ten (10) days in any one calendar year.

C. **HEALTH LEAVE.**

1. **VOLUNTARY.** Health leave is defined as a period of employee absence because of personal illness or disability. Upon recommendation of a physician acceptable to both the qualified applicant and the Board, a health leave shall be granted up to a maximum of one year plus any unfinished year. At the end of such leave, the administrator must either return or resign unless a special extension is recommended by the Superintendent or his/her designee. When this administrator's health permits his/her return, he/she shall so inform the Superintendent or his/her designee, in writing and submit a statement from the physician certifying his/her fitness to return at least thirty (30) days in advance. The Board may assign a temporary replacement during this leave of absence.

2. **INVOLUNTARY.** In the event it is necessary to consider placing an administrator on an involuntary health leave, the Board and P.C.A. will meet to agree on the appointment of a physician. In the event agreement is not reached, the Board may appoint a physician and so inform the P.C.A. If the physician appointed determines that an administrator is physically or mentally unable to satisfactorily perform his/her assigned duties, such administrator shall be placed on a mandatory health leave of no more than one year in accordance with C.1 (above).

- D. MATERNITY LEAVE. Without reference to the eligibility requirement stated in Section 10.2, A. (above), the Board shall grant a maternity leave of absence to a member of the bargaining unit upon written request to the Personnel Office sixty (60) days prior to the date of commencement of such leave. Said leave to be granted in accordance with the following.
1. A prospective parent will commence her leave at a time jointly determined by the administrator and her physician or adoptive agency or Probate Court. Likewise, she may terminate the leave any time after the birth or adoption of the child upon thirty (30) days notice, provided that she is physically able to perform her administrative responsibilities.
 2. The initial leave period may be for the duration of the unfinished school year when leave was granted, plus two (2) consecutive semester, excluding a summer semester.
 3. The administrator shall be entitled to return to work in her position upon the concurrence of her doctor and the Board's doctor, if the Board shall so require. Maternity leave shall be treated as health leave under Article X, Section C.2.
- E. DISCRETIONARY LEAVE. A leave of absence may be granted to any administrator upon application to the Superintendent and approval by the Board for meritorious purposes, such as education leave, child care leave (extended maternity or adopted child) or extended health leave. (At the time of application for leave a copy will also be presented to the P.C.A. for their notification.) To qualify for the education leave, the administrator must be enrolling in an accredited college or university for the purpose of engaging in studies related to his/her administrative responsibilities.
- F. LEAVE REPLACEMENT. During the health leave (10.2 C & D), where applicable, the Board shall assign a temporary replacement for the administrator. While on leave, an administrator will maintain full seniority status, or its equivalent, and all applicable employment rights held before the leave was taken.
- H. RETURN FROM LEAVE. Notice of intention to return or resign must be sent in writing to the Superintendent by March 1 of the leave year, except where required otherwise. Failure to provide such notice shall be the equivalent of resignation. It is understood that, due to the requirements of the law, individual contracts and the administrative necessities of the district, the administrator cannot be guaranteed a specific position on return from leave. However, reasonable efforts will be made to place the administrator in his/her original position or in a appropriate position. "Reasonable efforts" shall not be intended to include displacement of administrators currently assigned, unless the current administrator was notified in writing of the temporary nature of the assignment.

ARTICLE XI
Compensation and Insurance Programs

11.1 **SALARY SCHEDULE.** The Salary Schedules for administrators covered by this Agreement is set forth in Appendix A and is attached hereto and made a part hereof.

11.2 a. **HEALTH INSURANCE.** The Board agrees to provide health insurance coverage for employees and will pay up to the illustrated rates for full family coverage for the Preferred Choices PPO network for full time employees. Effective July 1, 1997 the district will also offer the Blue Cross/Blue Shield Community Blue PPO in effect in the district. In addition, the Board agrees, subject to the terms of the carrier, that any employee who wants to keep the current (traditional) Blue Cross/Blue Shield plan will be allowed to do so as permitted by BC/BS. Those employees who keep the current BC/BS (traditional) or who choose the Community Blue plan, and if either plan is more expensive than Preferred Choices PPO, will pay the difference in illustrated rates between the Preferred Choices PPO and the selected BC/BS plan. The difference in illustrated rates will be paid through payroll deduction as determined by the district. The Board shall determine the provider and the third party administrator. The Board reserves the right to bid and name the carrier for any portion of the plan, including the \$10.00 generic and \$15.00 brand prescription co-pay. Contraceptives will be added to the prescription drug plan. If there is a change in the insurance plans during the life of this agreement, the Board agrees to meet with the PCA to discuss those changes and possible implementation.

It is understood by the parties that the Board is desirous of having only one PPO plan in addition to the 1995-96 Blue Cross/Blue Shield coverage. Any change in the 1996-97 PPO plan which may affect any other group of employees will also apply to the Administrators.

Effective June, 1997, during the health insurance open enrollment period, employees will be entitled to select either Preferred Choices PPO, Community Blue PPO or the traditional BC/BS plan. An employee who selects the traditional BC/BS plan or the Community Blue PPO and the illustrated rates of either exceed the Preferred Choice PPO illustrated rates, the employee will pay the difference between the selected plan and the Preferred Choices PPO plan. This will be done through payroll deduction.

Effective June 30, 1998, the District will no longer offer the traditional BC/BS plan and only the Preferred Choices PPO and the Community Blue PPO will be offered. If the illustrated rates of the Community Blue PPO exceed the illustrated rates of the Preferred Choices PPO, the employee will pay the difference through payroll deduction.

11.2 b. All benefits, premiums and/or illustrated rates will be pro-rated for part time administrators.

11.3 **LIFE INSURANCE.** Effective upon ratification by the Board and P.C.A., fully paid group life insurance protection in the amount of \$50,000 with double indemnity in case of accidental death will be paid by the Board.

11.4 **DISABILITY INSURANCE.** The Board agrees to continue for the duration of this agreement in full force and effect the income protection and long term disability insurance.

The board agrees to pay One-Hundred percent (100%) of the cost of this policy which shall provide sixty-six and two-thirds (66-2/3%) percent of gross earnings, after a ninety (90) calendar day waiting period, less any amounts paid or payable under Workers' Compensation Insurance and full disability benefits received from Social Security and Retirement benefits limited by the express terms of an insurance policy presently in force in the school district. The monthly maximum benefit shall be \$5,783.00.

- 11.4 DENTAL INSURANCE. The Board agrees to pay the full premium for dental insurance for administrators and their eligible dependents. Any change in the existing plan, coverage, or carrier will be subject to joint agreement by both parties. The coverage will be 100% preventive, and 90% restorative/major with an annual maximum of \$1,500. Orthodontic will have a \$50.00 deductible, be covered at 90% with a lifetime maximum of \$1500. There will be coordination of benefits (COB) sufficing for employees who have other dental coverage. The Board reserves the right to bid the carrier subject to the above coverage levels.
- 11.5 VISION INSURANCE. The Board agrees to pay 100% of Vision Plan 2 coverage for all persons covered by this agreement on an internal and external coordination of benefits basis.
- 11.6 SICK LEAVE. Each administrator shall be allowed to accumulate one (1) day per month for illness and/or personal business. Provided, however, that an administrator who has at least five (5) years experience in the school district shall be allowed to accumulate sick and/or personal business days at the rate of fifteen (15) days per contract year. Sick leave may be accumulated to an unlimited number of days. There shall be no limit placed upon the number of personal business days that may be used. It is understood that regular attendance is the goal of the Board and P.C.A. and the use of sick leave for personal business should be used for actual and essential business purposes that cannot be transacted outside the workday. It is also understood that personal leave days may also be used as bereavement days outside the immediate family. It is further understood that permission or approval must be obtained from the administrator's supervisor. All used sick leave/personal leave/bereavement days shall be deducted from accumulated sick leave days.
- 11.7 FUNERAL LEAVE. In the event of a death in an administrator's immediate family, he/she may take up to five (5) days of his/her accumulated sick leave, with pay, for funeral related purposes. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law. Additional days may be granted in extenuating circumstances, or to travel long distances for funeral services, providing said time has been approved.
- 11.8 JURY DUTY. An administrator called for jury duty shall be compensated for the difference between the administrator's pay and the pay received for the performance of such obligation. Such duty shall not be charged to the administrator's sick leave bank. It is understood that when not actively serving jury duty, the administrator will report for work.
- 11.9 PHYSICAL EXAMINATIONS. All administrators shall demonstrate adequate mental and physical health to perform their designated duties and functions satisfactorily. In the event there is a reasonable doubt as to the capability of the administrator performing satisfactorily because of physical or mental disability, the Superintendent may request that the administrator have an examination by a physician mutually agreed upon by the said administrator and the Board of Education at the Board's expense. If the examination indicates that the administrator cannot perform satisfactorily, the Board shall place the administrator on health leave as per the leave provisions in Article IX. If he/she wishes, the

administrator shall receive payment of his/her accumulated sick leave during such health leave.

- 11.10 TAX SHELTERED ANNUITY. Opportunity will be provided for full participation by the administrator in any Board-approved tax sheltered annuity program.
- 11.11 PAYROLL DEDUCTIONS. Payroll deductions shall be allowed for United Fund, annual dues to professional organizations and P.C.A. dues. With reference to the deduction of the P.C.A. dues, administrators may sign and deliver to the proper administrative office an authorization permitting the deduction of membership dues. The sum of said dues shall be deducted in equal installments from the administrator's regular salary and remitted monthly to the treasurer of the P.C.A. together with an accounting by source.
- 11.12 FLEXIBLE SPENDING ACCOUNT. A Flexible Spending Account for employee contributions will be established to include medically related expenses and dependent care expenses in accordance with the I.R.S. regulations. Employee contributions for medically related expenses will be unlimited. The limit for dependent care expenses will be in accordance with I.R.S. regulations.
- 11.13 PROFESSIONAL CONFERENCE/MEETINGS. With prior approval from the Superintendent or his/her designee, an administrator may act as a resource person or active participant in preservice or in-service programs, professional conferences and/or professional meetings organized by some agency other than the school district.
- 11.14 SEMINARS / IN-SERVICE PROGRAMS. If budgetary funds are available, the Board shall set aside \$1,500 for in-service programs, seminars or other in-service activities for the mutual benefit of building administrators for each year of this Agreement. Such in-service activities shall be planned by a joint committee of one elementary administrator, one director, and one member of Central Office administration appointed by the Superintendent. It is understood, however, that the application of this provision shall not be mandatory, but shall be based upon need.
- 11.15 EDUCATIONAL LEVEL CREDIT. Upon application and verification (Official Transcripts) an individual Administrator shall be eligible to receive advance degree, yearly, lump sum payments as follows:
- | | |
|-------------|--------------|
| MA + 30 | = \$1,000.00 |
| SPECIALIST | = \$1,000.00 |
| Ph.D./Ed.D. | = \$1,500.00 |

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

- 11.16 TUITION REBATE. With the approval in writing and signed by the Superintendent prior to enrollment, tuition for courses beyond the M.A. + 30 hours will be paid in accordance with the established policy of rebating tuition upon successful completion of the course. In the event the administrator is requested by the Superintendent to take specified credit hour courses or to attend conferences, seminar, or workshops, the tuition or fees shall be paid by the Board. This provision became applicable July 1, 1978.
- 11.17 SUPPLEMENTAL FRINGE. Effective July 1, 1995 each administrator will be allocated \$200 for memberships in professional organizations. In addition, each Administrator shall receive a stipend amount not to exceed \$500.00 per year to be used for discretionary fringe benefit improvements:

- A. Deferred payment benefits
- B. Professional dues

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

For 2005-2006

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

For 2006-2007

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

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

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

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

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

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

11.20 **RETIREMENT.** Retirement pay of one hundred dollars (\$100) per year of service, up to thirty (30) years, shall be paid upon retirement, provided the administrator shall have been continuously employed in the School District for at least ten (10) years and is eligible and has made application for Michigan School Employee's Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring administrator qualifies. In addition, the district will continue paying the \$7,500 retirement supplement.

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

11.22 **VACATION SCHEDULE.** Administrators must complete their vacation schedule during the twelve months of the contract year (July 1 - June 30). Any unused days after the twelfth month will be lost.

ARTICLE XII

Entire Agreement Clause

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

ARTICLE XIII

Severability

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

ARTICLE XIV

Miscellaneous Provisions

- 14.1 **MEETING OF MUTUAL CONCERNS.** Upon written request from either party, representatives of the Board, Superintendent and Central Administration, will schedule a meeting with an Executive Committee of the P.C.A. The purpose of any such meeting shall be informational and to discuss proper matters of mutual concern which relate to the administration of this Agreement. At least five (5) days prior to any such meeting, each committee will submit to each other a written agenda outlining the subjects proposed for discussion. The meeting shall not supplant any of the provisions and requirements of the parties as set forth elsewhere in this Agreement.
- 14.2 **WORKING RELATIONSHIPS.** In order to develop a sound working relationship between the parties, it is mutually agreed that:
- A. The parties will continue the formulation and implementation of the Management by Results system and management team concept. Administrators will continue to be involved in the development thereof.
 - B. A clearly established staff and line chart should be a part of a Board-approved policy. It should clearly indicate lines of authority and responsibility.
 - C. Administrators should initiate upward communications with the Superintendent according to the staff or line chart. Such communications should include the attitudes, opinions, ideas and suggestions of the administrator's professional subordinates, since it is here that significant progress can be made if school district management understands their concerns.
 - D. Administrators must accurately and positively represent the Board and the Superintendent and take their direction from that office according to the staff or line chart. District operating procedure should clearly point out that all administrators

work for the Superintendent and take their direction from that office according to the staff or line chart.

- E. The administrative council shall continue to be utilized for the purpose of advising and participating in decision making and the administrative level.
- F. Where feasible, the administrator should expect his/her Superintendent to represent him/her with the Board in a positive and fair manner.
- G. The provisions of this Section are not subject to the grievance procedure.

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

ARTICLE XV Duration and Termination

DURATION AND TERMINATION. This agreement shall be effective as of the date of its execution and shall continue in full force and effect from July 1, 2005 through June 30, 2007.

At least ninety (90) days prior to June 30, 2007, the P.C.A. and Board negotiating team shall commence negotiations on the Successor Agreement.


IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by the duly authorized officers and representatives this _____ day of _____, 2006.

PLYMOUTH-CANTON COMMUNITY SCHOOLS
ADMINISTRATORS

BY:


Phillip Freeman, PCA Team Member


Kevin Learned, PCA Team Member


Kurt Tyszkiewicz, PCA Team Member

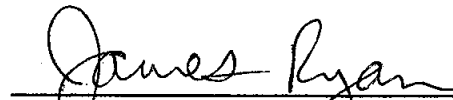

Bruce Siegel, PCA Team Member

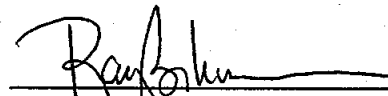

James Johnson, PCA President

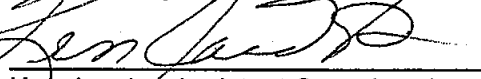
PLYMOUTH-CANTON
BOARD OF EDUCATION


BY:


Mark Slavens, Board President


James Ryan, Superintendent


Ray Bihun, Executive Director
for Human Resources


Ken Jacobs, Assistant Superintendent
for Administrative Services


David Kaumeyer, Director
of Finance

PLYMOUTH-CANTON COMMUNITY SCHOOLS BOARD OF EDUCATION
JUN 26 8 55 AM '06

APPENDIX A

ADMINISTRATOR'S SALARY SCHEDULE

A. PCA SALARY CALCULATIONS

2005-2006	1.50%	Base salary increase on each step
2006-2007		Re-open all compensation and benefits, excluding the Activities Stipend.

- B. The superintendent shall have the option to reduce or add up to two (2) weeks work with the mutual agreement of the employee.
- C. The assignments of High School Summer School Administrator and Drivers' Education Administrator are stipend positions and will be open to all current P.C.A. members who apply.

These positions will be stipend assignments paid at fifty percent (50%) of the administrators per diem rate for the number of days assigned to carry out the responsibilities of the assignment. Administrators selected to this assignment are expected to utilize vacation time while serving in this stipend assignment.

- D. Representatives from the P.C.A. will participate in the district cost-containment committee for health insurance.
- E. E.S.Y. Principals - Effective July 1, 1978, E.S.Y. Principals shall receive an additional \$500 per year.
- F. An administrator accepting any of the listed positions will be placed on Step One of the appropriate Salary Schedule. Any deviation from this shall be determined by the Superintendent or his/her designee, based on; prior administrative and/or teaching experience; present salary level; and educational training. Exceptions other than these will be discussed with P.C.A. Each succeeding year, the administrator shall automatically move to the next step unless he/she is on a Program of Assistance. In that case, the administrator shall remain on the same step as the previous year.

G. Longevity

1. At the beginning of the 10th year of employment with the P.C.C.S., an administrator will be paid an additional \$1,000 annually through the 15th year.
2. At the beginning of the 15th year of employment with the P.C.C.S., an administrator will then be paid an additional \$1,250 annually.

- H. The Board and Superintendent support the establishment of an Advisory Council, as directed by the Superintendent, which will consist of the Superintendent, bargaining unit leaders, or designee(s), and central office personnel.
- I. It is also understood by the parties that any plan that may award an administrator additional compensation based on performance will not be encouraged nor discouraged by the PCA and will not be a violation of the collective bargaining agreement.
- J. The Board also agrees to notify the PCA of any awards granted to members of the PCA..

- K. 403 (b) Special Pay Plan. Plymouth-Canton Community Schools, the employer, has adopted and the PCA have approved a 403 (b) Special Pay Plan. The following items currently in the PCCS / PCA Master Agreement: Voluntary Retirement Compensations, Retirement Allowance, and any other "special pays" (tax qualified and retirement severance pays) will be paid through the Plymouth-Canton Community Schools 403 (b) Special Pay Plan.

APPENDIX B

**PCA SALARY SCHEDULE
7/1/05 - 6/30/06
(1.5% increase)**

POSITIONS	WEEKS	STEPS								
		1	2	3	4	5	6	7	8	9
HS PRINCIPAL	47	92,059	94,994	97,931	100,868	103,803	106,153	108,501	110,849	113,787
MS PRINCIPAL	45	85,425	88,236	91,047	93,859	96,671	98,919	101,167	103,415	106,227
ELEM. PRINCIPAL	44	80,826	83,576	86,323	89,074	91,822	94,019	96,220	98,419	101,167
DIRECTORS	45	80,927	83,738	86,550	89,361	92,171	94,420	96,671	98,919	101,729
	47	84,426	87,362	90,298	93,234	96,170	98,519	100,868	103,215	106,153
HS ASST. PRINCIPALS	45	79,802	82,614	85,425	88,236	91,047	93,297	95,545	97,793	100,605
SUPV. OF PPS	44	80,826	83,576	86,323	89,074	91,822	94,019	96,220	98,419	101,167
MS ASST. PRINCIPALS	43	73,937	76,623	79,310	81,997	84,681	86,830	85,935	91,128	93,814
ELEM. ASST. PRINCIPALS	42	70,432	73,056	75,680	78,303	80,927	83,026	85,125	87,223	89,848
ASST. DIRECTORS	44	73,680	75,338	79,179	81,927	84,675	86,874	89,074	91,272	94,019
CURRICULUM COORDINATOR	45	75,306	78,116	80,927	83,738	86,550	88,798	91,047	93,297	96,108
FACULTY ATHLETIC MNGR.	45	75,306	78,116	80,927	83,738	86,550	88,798	91,047	93,297	96,108
ADULT ED. COORDINATOR	44	54,440	57,189	59,938	62,687	65,435	67,634	69,833	72,032	74,780
PROJ. DIR. HEADSTART/PLUS	45	77,272	80,084	82,895	85,706	88,518	90,766	93,015	95,264	98,074

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