

8/27/90

# Plymouth-Canton Community Schools

## AGREEMENT

BETWEEN THE

PLYMOUTH-CANTON COMMUNITY BOARD OF EDUCATION

AND THE

PLYMOUTH-CANTON EDUCATION ASSOCIATION, MEA/NEA

**1988-1990**

PLYMOUTH-CANTON COMMUNITY SCHOOL DISTRICT

Plymouth, Michigan 48170



LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Plymouth-Canton Community Schools*



PLYMOUTH-CANTON COMMUNITY SCHOOLS  
SCHOOL YEAR CALENDAR  
1988-89

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	STUDENT MEMBER- SHIP DAYS	ELEMENTARY PROF. DAYS	SECONDARY PROF. DAYS
AUGUST	1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30	31	2.0	1.5	1.5				
SEPTEMBER				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30	21.0				
OCTOBER			3	4	5	6	7			10	11	12	13	14			17	18	19	20	21			24	25	26	27	28			31	21.0						
NOVEMBER			1	2	3	4			7	8	9	10	11			14	15	16	17	18			21	22	23	24	25			28	29	30	18.0					
DECEMBER				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30	19.0	2.0	1.0		
JANUARY			2	3	4	5	6			9	10	11	12	13			16	17	18	19	20			23	24	25	26	27			30	31	17.0					
FEBRUARY				1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	16.0		1.0				
MARCH				1	2	3			6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	29	30	31	17.0			
APRIL			3	4	5	6	7			10	11	12	13	14			17	18	19	20	21			24	25	26	27	28								20.0		
MAY			1	2	3	4	5			8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30	31	22.0				
JUNE				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30	11.0	1.5	1.5		
																														181.0	5.0	5.0						

----- STUDENT ATTENDANCE DAYS  
ST/PD STUDENTS A.M./PROFESSIONAL P.M.  
PD PROFESSIONAL STAFF DEVELOPMENT DAY

EC/SC ELEMENTARY/SECONDARY PARENT CONFERENCES  
SR SECONDARY STUDENT RECORD DAY  
VACATION/HOLIDAY/WEEKEND

///// MARKING PERIOD BEGINS



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## AGREEMENT

PLYMOUTH-CANTON COMMUNITY SCHOOLS BOARD OF EDUCATION

and

PLYMOUTH-CANTON EDUCATION ASSOCIATION, MEA/NEA

THIS AGREEMENT, entered into this 26th day of October, 1987, by and between the Board of Education of the Plymouth-Canton Community Schools, Wayne and Washtenaw Counties, Michigan, hereinafter called "the Board," and the Plymouth-Canton Education Association, MEA/NEA (an affiliate of the Michigan Education Association and the National Education Association), hereinafter called "the Association."

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Plymouth-Canton Community Schools is their mutual aim, and, that the character of such education depends predominantly upon the quality and morale of the professional staff, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations have reached certain understandings which they desire to confirm by contract.

It is hereby agreed as follows:

### ARTICLE I

#### Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certified personnel holding positions requiring certification whether under contract, on leave, employed or to be employed by the Board including: classroom teachers, elementary music, elementary art, elementary physical education, permanent substitutes, term substitutes, guidance counselors, media specialists, school psychologists, social workers, teacher consultants, speech and language pathologists, teachers of the physically handicapped, teachers of the deaf, teachers of the blind, teachers of the homebound, teachers of the hospitalized, teachers of the educably mentally impaired, teachers of the emotionally impaired, teachers of the learning disabled, work study coordinators, pre-school classroom teachers, occupational therapists, physical therapists, resource room coordinators, resource room teachers, curriculum resource consultants, school nurses, and all other certified personnel who spend more than one half their time working directly with children.



There shall be excluded from the bargaining unit the following: per diem substitutes, accounting personnel, clerical personnel, secretarial personnel, cafeteria personnel, technical personnel, maintenance personnel, custodial personnel and transportation personnel.

In addition, there shall be excluded supervisory and administrative personnel, such as: Superintendent, Deputy Superintendent, Assistant Superintendents, Executive Directors, Administrative Assistants, Principals, Assistant Principals, Coordinators of Curriculum, Director of Libraries, Director of Continuing Education and assistants, Area Coordinators, Director of Special Education and assistants, Special Education Supervisors, Director of Maintenance and Custodial Operations, Supervisor of New Construction and all other personnel who spend more than one-half of their time in administrative and supervisory activities.

The term "teacher" when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating units as defined, and referenced to male teachers shall include female teachers.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

## ARTICLE II

### Rights and Responsibilities of the Board

- A. 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, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board retains the rights, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of teachers and their working conditions which are not inconsistent with the provisions of the Agreement or violative of law. The Board agrees, however, to negotiate any changes in personnel policies related to hours, wages and working conditions of teachers.



### ARTICLE III

#### Rights and Responsibilities of the Association

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or its designated representative or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws or other applicable laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Board specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency wherever differences cannot be resolved in local negotiations pursuant to the provisions of this Agreement.
- D. The Association, or any committee, thereof, shall have the right to use school buildings and facilities without charge for professional meetings during such time as the building is covered by the operating staff. Room reservation shall be made with the principal involved in writing one (1) week in advance. The Association agrees to reimburse the Board for any damages to equipment entrusted to its use and care.
- E. Reasonable requests for use of existing facilities including office, lounge, workroom and bulletin boards shall be granted to the Association by the building principal. Bulletin boards used will be restricted to official organization materials. Building principals will grant the use of boards that are not used for student postings. Interschool mail delivery service shall be granted to the Association. The Association agrees to pay for all materials used for its purpose.
- F. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations



(including county allocation board reports), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

- G. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board copies of the membership form and voluntary political action check-off form which authorizes deduction of membership dues and Voluntary Political Action Funds in the Association, including NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. The monthly deduction shall be one-twentieth of the combined dollar total of membership dues and Voluntary Political Action Funds. This yearly total and biweekly deduction may be of varying amounts depending upon each member's authorization. The Association will provide the Board with the signed membership authorizations and signed voluntary political action authorizations for all new members. Pursuant to such authorizations, the deduction will be made biweekly by deducting one-twentieth of the combined membership dues and Voluntary Political Action Funds for the Association, NEA, and MEA starting with the second full pay and ending with the last payment in June. Deductions for teachers employed after the commencement of the school year shall have one-twentieth of the combined membership dues and Voluntary Political Action Funds for the Association, NEA and MEA deducted biweekly for the remainder of the school year including the month employment commences.
- H. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph G of this Article, using a special deduction authorization form provided by the Association. In the event that a teacher shall not pay such fee directly to the Association or authorized payment through payroll deductions, as provided in Paragraph G, the Board shall at the end of the semester cause the termination of employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment. Further, it is understood and agreed that, anything to the contrary notwithstanding, the Board shall not be required to terminate the services of any teacher or give notice thereof unless the Association has given a written notice of the failure of said teacher to tender the properly executed authorization previously mentioned and copies of same simultaneously sent to the Superintendent of schools.

However, if at the end of the semester any teacher who has received a termination notice shall be engaged in pursuing any legal remedy contesting the discharge under this provision before a court of law, the Michigan Tenure Commission, or before any other administrative tribunal, then such teacher's services shall not be terminated until



the said teacher has either obtained a final determination or decision on the validity and legality of the discharge or has ceased to pursue all available judicial and quasi-judicial remedies.

- I. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the collective agreement. The Association further agrees to indemnify the Board for any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
  1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
  2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- J. There shall be twenty-five (25) released days granted to the Association for use by the President or a delegate for Association activities. Additional time shall be granted upon agreement between the President of the Association and the Assistant Superintendent for Employee Relations based upon a specific situation. The Association President shall be released the equivalent of three (3) periods each day (exclusive of the lunch period), one of which shall be his planning period, for Association business, schedule to be approved by the Assistant Superintendent for Employee Relations. However, the Association President must be available for called meetings which concern school business.

#### ARTICLE IV

##### Fair Practice

The Board and the Association agree to continue their policy of not discriminating against any employee on the basis of religion, race, color, national origin, age, sex, height, weight, handicap, marital status, membership or participation in, or association with the activities of the Association, in accordance with the law.



## ARTICLE V

### Grievance Procedure

- A. Purpose. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration.
- B. Definition
1. A "grievance" is a claim by a teacher that there has been a violation or misapplication of the terms of this agreement, or established Board policies, administrative regulations or past practices relative to terms and conditions of employment.
  2. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.
- C. Time Limits. The initiation of any formal grievance to be processed through the procedure as outlined in this Article shall be governed by the following time limitations:
1. All references to time limits herein shall consist of "school days" except when a grievance is submitted on or after May 15, time limits shall consist of all "week days" so that the matter may be resolved before the close of the school term or as soon as possible thereafter.
  2. The following time limits shall act as limitations on the institution and filing of grievances, unless mutually extended or waived by both the Administration and the Association:
    - a. Grievances pertaining to any disciplinary action taken by the Administration against any member or members of the bargaining unit shall be filed at the appropriate grievance level within twenty-five (25) days from the date written notice is given to the member or members affected by the disciplinary action so taken.
    - b. Any other cause for grievance arising during the term of this Agreement shall be filed at the appropriate grievance level within twenty-five (25) days of the occurrence or impact on the teacher.
- D. Grievance Representation
1. 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.



2. 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.
3. The building principal shall be the administrative representative when the particular grievance arises in one building.
4. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
5. The Association Grievance Committee shall approve of, and process, all grievances to be pursued beyond the first step of the Grievance Procedure.

E. Procedure

1. Informal Procedure. The parties acknowledge that it is usually most desirable for an employee and his/her supervisor to resolve problems through free and informal communication. Therefore, if an individual teacher has a personal complaint which he/she desires to discuss with a principal, he/she is free to do so without recourse to the grievance procedure. When requested mutually, by the teacher and principal, the building representative or a member of the Association's Grievance Committee may intervene to assist in resolving the complaint.
2. Formal Procedure. A teacher is not required to process a complaint as a grievance. He/she may seek informal discussion and adjustment as outlined in Article V, E.1 but he/she is not required to do so. If he/she wishes to process the complaint formally, he/she must invoke the formal grievance procedure which is subject to the control of the Association. In the administration of the formal grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

A formal grievance shall not be adjusted without prior notification to the Association and opportunity for an Association representative, either a member of the Grievance Committee or the building representative, to be present; nor shall any adjustment of a formal grievance be inconsistent with the terms of this Agreement.

- a. Step One - Association Grievance Committee. The formal grievance procedure is invoked only when the grievance is put in writing on a copy of the Grievance Form as set forth in Addendum B. Grievance forms shall be available from the Association representative in each building.



After the necessary information is entered upon the said form such as the date, the cause of grievance occurred, a statement of the grievance, a statement of the relief sought, and the signature of the grievant, the forms shall then be delivered to the Association's Grievance Committee for consideration and for any further action the said Committee may deem necessary. It shall be the duty of the Grievance Committee to discuss, judge and decide on the merits of the particular grievance so filed.

If, in the estimation of the Grievance Committee, the grievance so placed in its hands for determination and disposition puts forth a meritorious claim under the definition of grievance as defined in Article V, B.1 then the Grievance Form submitted to the said Committee shall be signed by the Committee Chairperson, and a copy of the said Grievance Form shall then be delivered to the building principal or Superintendent whichever is appropriate within twenty-five (25) days of the occurrence or impact on the teacher.

- b. Step Two - Building Principal. Within five (5) school days of receipt of the grievance, the principal shall meet with one member of the Association's Grievance Committee in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Grievance Committee.
- c. Step Three - Superintendent. If, within fifteen (15) days, the Grievance Committee is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent, or his/her designee, shall meet with the Grievance Committee on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) school days of such meeting and shall furnish a copy thereof to the Association.
- d. Step Four - Board of Education. If, within fifteen (15) days the Grievance Committee is not satisfied with the disposition of the grievance by the Superintendent, or his/her designee, or if no disposition has been made within ten (10) school days of such meeting (or eight (8) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary, or other designee, of the Board. The Board, no later than its regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem



appropriate. Disposition of the grievance in writing by the Board shall be made not later than seven (7) days thereafter. A copy of such disposition shall be furnished to the Grievance Committee.

- e. Step Five - Binding Arbitration. If the Grievance Committee is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may, at the election of the Association, be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator if the decision is within the scope of his/her authority and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.
- f. The request for arbitration must be within fifteen (15) days after receiving the Board's final answer on the grievance.
- g. The arbitrator shall have no power to establish scales or charge any salary set forth in this Agreement.
- h. The arbitrator shall have no power to rule on any of the following:
  - (1) Any matter not involving an alleged violation or misapplication of the terms of this agreement, or established Board policies, Administrative regulations, or past practices relative to terms and conditions of employment.
  - (2) The failure to reemploy probationary teachers.
  - (3) The placing of a non-tenure teacher on a third year of probation.
  - (4) The termination of services or failure to reemploy any teacher to a position on the extra-curricular schedule, except the question of the Board's liability on a written contract.
  - (5) Any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV Public Acts, extra session, of 1937, of Michigan, as amended).



## F. Special Proceedings

1. At times the Association shall be qualified to prosecute a claim of grievance because the alleged violation has affected an identifiable group of three (3) or more teachers within the bargaining unit. In this event the Executive Committee of the Association will be the grievant and will file the grievance directly with the Superintendent, or his/her designee, at Step Three of the formal grievance proceedings.
2. If it is the desire of any teacher to exclude from the grievance procedure those matters which the teacher desires to have submitted to the Tenure Commission under the provision of the Michigan Teacher Tenure Act, then that teacher may pursue his/her claim notwithstanding the existence of the grievance procedure of this Agreement by invoking the right contained in this section.

## G. Miscellaneous

1. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
2. There shall be no reprisals of any kind by administrative personnel taken against the grievant, any party of interest or his/her Association representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.
3. Notwithstanding the expiration of this Agreement, any claim or grievance for which cause arose hereunder may be processed through the grievance procedure until resolution.
4. If either party refuses to arbitrate a grievance arising under this Agreement, the arbitrator appointed according to the above grievance procedure shall proceed on an ex parte basis.
5. For the purpose of assisting a teacher or the Association 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 a teacher access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Board which pertain to the teacher or any issue in the proceeding in question. A representative of the Association may accompany and assist the teacher in this regard. Confidential letters of reference secured from sources outside the school system may be excluded from the materials available for the teacher's inspection.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.



## ARTICLE VI

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

#### A. Physical Environment

1. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Association. There shall be a continued alertness by the Board and the teachers to prevent hazardous conditions at all times in all buildings. The arrangement of furnishings in the classroom shall be for the optimum educational setting as determined by the teacher subject to the approval of the principal.
2. To the extent feasible in existing buildings and in designing new buildings and rehabilitating existing buildings, the Board will provide in each school building:
  - a. Lounges, conference rooms and lavatories, appropriately furnished and maintained shall be conveniently available for the professional staff. The lounge and conference room facilities will not be used for regularly scheduled meetings without prior consultation with the building faculty.
  - b. A teacher workroom and storage space of suitable size and location containing adequate equipment and supplies to meet the needs of teachers in preparing instructional materials.
  - c. Each teacher shall be provided with sufficient storage facilities to meet the needs of his/her assignment; the location of such facilities shall be accessible to the teacher without disruption of others.
  - d. A system whereby teachers can effectively and expeditiously communicate with the main building office in the event of an emergency.

The Board or its designated representative agrees to meet and confer with the Association to seek mutually acceptable solutions where these conditions do not prevail.

3. Safe and adequate parking facilities will be maintained and the Board will provide additional parking facilities where needed.



4. Outside telephone lines shall be available for teacher use for professional and/or emergency purposes. All toll and long distance calls must be recorded in the school.
5. The Board recognizes that appropriate textbooks, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires and similar instructional materials are the tools of the teaching profession. The Board shall make every effort at all times to keep the schools reasonably and properly equipped with such materials. The Board further recognizes the value of teacher participation in the selection and use of instructional materials and agrees to the participation of teachers in the process of selection of school materials, but the Board reserves the right to approve final purchase and selection of such materials of instruction.
6. No teacher shall be required to work in a building in preparation for the daily teaching assignment beyond the contractual teacher's day.

B. High School

1. The high school administration, working cooperatively with teachers, will determine teacher's class structures using the following guidelines:
  - a. A six period assignment, one of which shall be a planning period, excluding the lunch period, shall be considered a teaching day for the high school. The normal full week for all high school teachers shall not exceed twenty-five (25) teaching or classroom supervision periods.
  - b. Teachers will be responsible for conducting a homeroom to administer a counseling/attendance period. Teachers not assigned to homerooms may be assigned hall supervision for this period.
  - c. Teachers shall have forty (40) consecutive minutes of time for lunch each day, which shall be scheduled during the 4th period.
  - d. All teachers shall arrive fifteen (15) minutes before and shall remain not less than thirty (30) minutes after the regularly scheduled pupil day. However, teachers shall be permitted to report on adjusted schedules (30-15 or 45-0). Teachers on adjusted schedules shall have the same continuous time and the same amount of total pre- and post- student time as teachers on regular schedules as described above.
  - e. A teacher shall not be assigned more than four (4) preparations without his/her consent. Except where necessary a teacher shall not be assigned more than three (3) preparations. If it is necessary to assign a 4th preparation



to a teacher and the teacher objects to a 4th preparation, he/she may, after consultation with the building principal, appeal to the Executive Director of Secondary Education for relief.

C. Middle School - Beginning 1984-85

1. The middle school day shall consist of a six (6) period assignment, one of which shall be a planning period, excluding the lunch period. The normal full week for all middle school teachers shall not exceed twenty-five (25) teaching or classroom supervision periods.
2. Every effort shall be made to correct class size inequities among teachers. If possible, this shall be done prior to the first class meeting.
3. Any change in the middle school pupil/teacher ratio which is inconsistent with district-wide pupil/teacher ratio changes shall be subject to Association Agreement.
4. Teachers shall have forty (40) consecutive minutes for lunch each day, which shall be cooperatively worked out by the building administrator and staff minimizing the use of passing time. Teacher lunch time shall be scheduled during the student lunch periods unless a teacher agrees to a variation.
5. A teacher shall not be assigned more than four (4) preparations without his/her consent. Except where necessary a teacher shall not be assigned more than three (3) preparations. If it is necessary to assign a fourth preparation, he/she may, after consultation with the building principal, appeal to the Executive Director of Secondary Education for relief.
6. Teachers assigned to more than one building shall be provided travel time exclusive of the lunch and planning periods. Any variation of this provision shall be agreed to by the teacher.
7. Both parties agree to unique organization for instruction, such as block time, team teaching, and flexible scheduling. Such scheduling shall be equivalent to the teaching time identified above.
8. The continuous work time for a middle school teacher shall not exceed 435 minutes including class time, passing time, lunch time, planning time, travel time, and pre- and post- student time.
9. In the event that the ninth grade is returned to the high school or is otherwise removed from the middle school setting, the middle school day shall be renegotiated, subject to ratification by the Board and those Association members affected.



10. All teachers shall have a total of thirty (30) minutes pre- and post-student time (15-15 or 30-0), except that teachers on adjusted schedules shall have the same continuous work time as teachers on regular schedules.

D. Elementary Schools

1. The Elementary School Day shall consist of the following:
  - a. A forty (40) minute planning period each day, excluding lunch and library.
  - b. A lunch period equal to the student lunch period, but not less than fifty (50) minutes.
  - c. Pre- and post-student time of twenty-five (25) minutes.
  - d. A student day not in excess of six and one half (6 1/2) hours including the lunch period.
  - e. During periods when art, music, physical education, or other special area classes are being conducted, the regular classroom teacher will attend the special class with his/her students but may perform other teaching related duties upon mutual agreement with the principal. In the event it becomes financially necessary to reduce any special programs, the use of the 135 minutes per week shall be mutually agreed upon by the parties.
2. No elementary teacher shall be required to be on duty more than five (5) of the ten (10) recess periods each week. Schedules will be arranged in each building to assure that the recess periods are supervised.
3. Each elementary art, music, physical education or other special area teacher shall be assigned no more than one (1) class per period. Such class periods shall be approximately 45 minutes in length unless a flexible schedule is mutually agreed upon by the special area teacher and the building principal. A self-contained special education class will be considered one class.

E. All Schools

1. The continuous work time of a teacher shall not exceed 455 minutes (except middle schools beginning 1984-85) including class time, passing time, lunch time, planning time, and pre- and post-student day time.

The Elementary School day shall not commence earlier than 8:15 a.m. nor later than 9:20 a.m.; the Middle School day shall not commence earlier than 7:35 a.m. nor later than 8:05 a.m.; and the High School day shall not commence earlier than 7:00 a.m. nor later than 7:30 a.m. Changes outside the above limits shall be negotiated with the Association.



2. Teachers employed less than full time shall be granted preparation time in proportion to their assignment.
3. On Fridays and days preceding holidays, teachers are free from duty at the close of the pupils' school day, except when in-service education or record days are scheduled within a normal school day.

F. Media Center

The parties hereto recognize the importance of the concept of the Media Center in each school as part of the district education program. In recognition of this concept, the following guidelines are desirable:

Elementary School

One (1) full time certified librarian/media specialist for each 500 students, or major fraction thereof; plus one (1) full time media secretary for each 500 students; plus one (1) full time equivalent media aide for each 500 students.

Middle School

One (1) full time certified librarian/media specialist for each 600 students, or major fraction thereof; plus one (1) full time media secretary for each 600 students; plus one (1) full time equivalent media aide for each 600 students.

High School

One (1) full time certified librarian/media specialist for each 700 students, or major fraction thereof; plus one (1) full time media secretary for each 700 students; plus one (1) full time equivalent media aide for each 700 students.

All Schools

Recommendations of media aides and secretarial staff shall be mutually agreed upon by the chief building administrator (or his/her appointed delegate), the District Director of Libraries and the affected librarian/media specialists. Assignments of secretaries and media aides shall be proportionate to student load.



## G. Faculty Meetings

It is the responsibility of teachers to attend and participate in building faculty and grade/departmental meetings held before or after the regular school day. Where possible, these should be regularly scheduled meetings not to exceed four (4) in any given month. The length of teachers meetings shall be limited to forty-five (45) minutes unless there is mutual agreement to extend the time. Special or additional meetings will be held only with the consent of the teachers involved.

## H. Relief from Non-teaching Duties

1. Teachers shall have a duty-free lunch period as long as the students' lunch period. However, classrooms will be open under the supervision of teachers at the first bell.
2. The Association acknowledges that, with minor exceptions, the Administrative Policies toward non-teaching duties have been highly satisfactory. The Board and the Association recognize that teaching is a profession and teachers shall not be assigned but may volunteer to assist in the following non-teaching duties:
  - a. Supervision of playgrounds before and after school.
  - b. Supervision of the normal loading and unloading of buses.
  - c. Collecting money from students for non-educational purposes (except Plymouth Community Fund).
  - d. Preparing form letters to parents and other similar clerical functions.
  - e. The distribution and inventory of books and supplies except in their classrooms and/or departmental areas.
3. The Association acknowledges that teachers have a responsibility, as they move to and from their classrooms, to regulate the conduct of and protect all students on school property. Under usual circumstances teachers should be available immediately before and after school in or near their classroom to assist students.
4. All teachers and administrators share a responsibility for the movement of students within the building.
5. Substitute teachers are to be employed to replace art, physical education and music teachers who are absent or are removed from regular duties for other school functions.
6. Teachers shall not be expected to perform custodial or maintenance duties.



## I. Educational Aide

If financially feasible there will be an Educational Aide program to assist teachers in the performance of their duties. This program will include no less than one (1) half-time person in each Elementary Administrative Unit and one and one-half (1 1/2) persons in each of the Middle Schools.

The Association, through its members, agrees to assist in the training of Educational Aides.

The Educational Aide shall be directly responsible to the building principal who will arrange for a schedule of work assignments. Teacher's requests for service will be arranged with a Building Administration Teacher Committee on a shared basis with the total teaching staff in each building. Educational Aides will be assigned to an individual teacher only upon the request and/or approval of the teacher involved and the administrator. A teacher administrator team has reviewed the guidelines for the use of educational aides in the Plymouth-Canton Community Schools and will be submitting these recommendations to the Superintendent.

## J. Media Aide

In the event there is a media aide program, the function of the media aide shall be to augment but not replace the unique services provided by the certified librarian/media specialist in each school. Media aides shall be assigned to each media center in accordance with Article VI of this Agreement and shall assist with the following non-teaching duties, under the guidance of the librarian/media specialist:

1. Operate and assist with audio-visual equipment.
2. Explain and demonstrate the use of technical equipment and materials.
3. Perform special clerical tasks required in such areas as acquisitions, maintenance of records, receiving and issuing of materials, and taking inventory.
4. Assist with technical processing of print and audio-visual materials in accordance with the established procedures.

## K. Staff Development Commitment

Providing opportunity for professional growth is basic to teacher effectiveness and instructional improvement. Fostering such opportunity through a variety of experiences offers staff the flexibility to meet individual and group needs within the context of both interest and expertise.

In recognition of a responsibility toward professional growth, teachers shall participate in six (6) hours of staff development activity beyond the regular teacher workday. Sessions, as determined by the school



district and held during the normal work week, shall commence within one-half hour after the end of the student day. Such sessions must be at least one (1), but not more than two (2) hours in length. Staff may avail themselves of other growth opportunities as deemed appropriate by the school district.

Teachers shall be required to make written application to receive inservice credit on a form provided by the district. The approval process must begin with the teacher's immediate supervisor (i.e., building principal or program administrator) and proceed through the Assistant Superintendent for Instruction. The decision of the Assistant Superintendent for Instruction, or his/her designee, as to the appropriateness of an activity and the amount of inservice credit to be granted for that activity shall be final.

A minimum of two (2) weeks prior notification of the date and time of a district inservice shall be provided. In the event of specific building level staff development activities, requiring the participation of all teachers or certain department(s) staff, a date shall be scheduled by the building principal or program administrator not later than the end of the first semester and the staff fully informed. Such inservice activities shall not exceed two (2) hours in length unless mutually agreed to by a majority of staff directly involved.

Given a majority of the teachers directly involved, all building staff shall participate in an annually scheduled fall parent Open House conducted on a building-wide basis. The purpose of such an Open House would be to inform parents about classroom standards and activity, general building operation (e.g., rules and regulations), and to share essential curriculum goals and objectives for the year. An Open House meeting these criteria and at least one (1) hour in length will be recognized to be in partial fulfillment of the staff development requirement.

In applying this provision, all staff participating in the Open House program planned for their schools will be eligible for inservice credit. Staff in buildings with planned Open House programs longer than one hour in length may be awarded more than one hour of inservice credit. In such cases, the building principal will be expected to inform and gain the concurrence of his/her respective Executive Director. To receive proper acknowledgement, the staff member must note his/her Open House participation on the six (6) hour inservice record form and have it approved by the building principal. It is the intent that this determination will continue to be supportive of the value of the Open House and those staff involved in their school's Open House who wish to receive inservice credit.

The six (6) hour staff development/in-service requirement and the notification and the time schedule set forth above may be changed if agreed to by the school district through the office of the Assistant Superintendent for Instruction, or his/her designee, and a majority of the teachers involved.



Leave days may not be used by a teacher in fulfillment of all or part of the six (6) hour staff development requirement. Part-time teachers shall have the inservice requirement adjusted proportionate to their assignment (e.g., .5 FTE/3 hours; .6 FTE/4 hours).

L. Parent/Teacher Conference Scheduling

Opportunity for parent/teacher communication regarding student performance and school progress is an important part of the home-school relationship. In support of this effort, provision is made in the school calendar for a period of regularly scheduled parent-teacher conferences.

The dates and times of parent/teacher conferences, as set forth in the calendar, may be changed if agreed to by the Assistant Superintendent for Instruction, or his/her designee, and a majority of the teachers directly involved.

M. Instructional Skills Training

1. The Board of Education is desirous of having all staff trained in instructional skills; however, such training shall be voluntary for all teachers hired prior to the 1985-86 school year.
2. All certificated staff hired during or after the 1987-88 school year shall be required to participate in beginning instructional skills training prior to achieving tenure.
3. If the staff member is scheduled to participate in a session that takes place during a time school is in session, they will be released from their duties.
4. If the staff member participates at a time outside of their contracted commitment, they will be reimbursed at the daily substitute rate.
5. Those staff hired during the 1985-86 and 1986-87 school years who participated in instructional skills training beyond the contractually committed time shall be allowed to charge such time against their six (6) hour inservice requirement until fulfilled. Such staff who terminates employment prior to utilization of the yearly six (6) hour requirement for this purpose will be reimbursed at the per diem rate.

ARTICLE VII

Class Size

- A. The Board and the Association recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality education that is the goal of both teachers and the Board.



B. Because the teacher-pupil ratio is an important aspect of an effective Educational Program, the parties agree that the following professional staff-pupil ratio guidelines are desirable:

1. Elementary Schools

- a. Grades K-3 --- 25 pupils
- b. Grades 4-6 --- 28 pupils
- c. Split level classes should be limited to:
  - Grades K-1, 1-2 -- 20 pupils
  - Grades 2-3, 3-4 -- 23 pupils
  - Grades 4-5 -- 25 pupils

2. Secondary Schools

- a. Grades 6-12 --- 30 pupils
- b. Vocational and Industrial Education, Laboratories, Industrial Arts, Art, and Home Economics --- 20 pupils.
- c. The number of students should not exceed existing facilities and work stations.

3. All Schools

- a. The ratio of students to Counselors should normally be 300 - 1.
- b. The ratio of students to Nurses should be as per the State Department of Education recommended guidelines.
- c. Special Services and Special Services Staffing should be as provided by Michigan Law.
- d. Special Education and Consultant class sizes and case loads should be in accordance with recommended State standards.

4. Because the teacher-pupil ratio is an important aspect of an effective education program, the parties agree that the Board, or its designated representative, will meet with the Association representatives on the first Wednesday of each month to examine both the enrollment within buildings and between buildings and to reconcile inequities between teaching loads for all teachers. The Superintendent's or his/her designee's report on class size will be available for review at these meetings.

C. Special Education - Mainstreaming. Certified Special Education students who are in a regular class will be included in the class counts using a weighted factor of two (2) to one (1).

D. To the extent possible, in the high school and middle school, all classes of the same course shall be balanced as to student load. In the elementary school, all classes of the same grade level shall be balanced as to student load. To the extent possible, this shall be done prior to the first class meeting or as soon thereafter as possible. The Employer shall provide the Union a listing of individual class sizes at all schools.



- E. The goal for remedial class size shall be a limit of twenty (20) students.
- F. Any elementary class reaching a count of 34 or more students will be provided with an Aide.

#### ARTICLE VIII

##### Teacher Evaluation and Improvement Program

- A. All teachers, prior to employment, shall be advised about the evaluative procedures and instruments which are provided for by the contract.
- B. The parties agree to the following processes and procedures:
  - 1. Evaluation of a teacher in relation to his/her assignment is a continuous process and shall be conducted by a qualified administrator. However, each formal observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of the teacher shall be conducted openly and with the knowledge of the teacher (This does not necessitate prior arrangement with the teacher).
  - 2. The administrators will evaluate the performance of all teachers in writing. Probationary teachers shall be evaluated twice during the school year. Tenure teachers shall be evaluated once every three years by administration. No teacher shall be evaluated beyond these limits unless said teacher requests to be evaluated or received written notice of specific concerns with his/her work performance sixty (60) days prior to the evaluation.
  - 3. Within five (5) days of each formal observation by the administrator, a conference should be held with the teacher and may include a self-evaluation by the teacher. This conference will clarify areas that need improvement or strengthening. A copy of all completed reports shall be given to the teacher.

The teacher may submit additional comments to any written observation or evaluation in the event that he/she does not agree with the contents. All written formal evaluations and observations are to be placed in the teacher's personnel file. A teacher shall be entitled, upon request, to confer with the Superintendent, or his/her designee, regarding his/her written observation or evaluation.

- 4. The written report of observations or evaluation will indicate areas where growth is needed, if any, suggestions for improvements in such areas and progress made since the previous observation. Areas for consideration in teacher evaluation may include; appearance, attendance, punctuality, attitude, language, teacher-student, parent, community, administration relationships, subject-



matter presentation, general aptitude for teaching. The teacher or administrator may request consultations or resource personnel to provide the kind of assistance required for continuing professional growth. The Board shall make every reasonable effort to provide such assistance.

5. Before December 15 and March 15, the principal shall send the written reports on probationary teachers to the designated recipients. The principal shall send the written recommendations to the Superintendent, or his/her designee.
6. Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent, or his/her designee, and advised of their rights under the Tenure Act for a hearing and appeal.
7. A joint committee of the Administration and Association is to meet during the school year for the purpose of evaluating, refining and developing adequate evaluation forms and procedures to be used in the total teacher evaluation process. The only evaluation forms used shall be those approved by the joint committee.
8. An evaluation team consisting of an administrator from Pupil Personnel Services and all building principals for whom he/she serves, may evaluate the school nurse.
9. Teachers may be requested to provide evidence of proper planning, but shall not be regimented as to the format of lesson plans and shall not be routinely requested to hand in lesson plans on a regular basis unless on a Program of Assistance.
10. The Employer and the Association recognize that there are many effective teaching methods, styles of presentation and techniques. Teachers shall not be regimented as to a particular method, style of presentation or technique.
11. In the event that a Tenure Teacher received an evaluation that is less than satisfactory, a written notice of intent to be placed on a Program of Assistance must be provided to the teacher, with specific reason(s) stated for this action. A Program of Assistance will be instituted and carried out in the following manner.

A committee consisting of the employee, the immediate supervisor, a Central Office Representative of the Department of Instruction, and the PCEA President, or his/her designee, shall be formed.

The immediate supervisor shall share with the committee what the deficiency(ies) are in writing and shall outline activities that will correct the deficiency(ies). The teacher shall develop a plan to correct the deficiency(ies) subject to the approval of the committee. The teacher shall state, in writing, measurable objectives and list activities subject to the approval of the committee. The committee shall establish a timeline and procedure



to observe, monitor and provide for feedback regarding progress, as well as to assess performance and evaluate progress toward correcting the deficiency(ies). The committee shall also provide for any additional assistance within the resources available.

## ARTICLE IX

### Teacher's Rights and Responsibilities

#### A. Board Support of Teachers in Performance of Duties

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all teachers with respect to the maintenance of control and discipline in the classroom.
2. The Board acknowledges that exceptional children require special education by specifically certificated teachers. Therefore, the Board agrees to continue to seek methods of expanding appropriate programs to serve such children.
3. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault. The Board shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities, providing the teacher signs a complaint against the person involved.
4. Time lost resulting from an assault, subsequent injury and/or court procedure shall not be charged against the teacher unless he/she is adjudged guilty in a court of competent jurisdiction.
5. The Board will continue to carry Workers' Compensation Insurance coverage for all teachers in the manner required by the Laws of Michigan. Insurance carriers are to be selected by the Board.
6. Although first aid is not the major responsibility of teachers, the courts have ruled that teachers are expected to act as a reasonable, prudent person, which may include first aid, and make every reasonable effort to secure assistance. No teacher will be required to administer any medication prescribed for a student.
7. No teacher shall be required to transport any child for any reason except when the teacher, contrary to local school procedures, keeps the child after school without making adequate provision for transportation. In this type of situation the teacher will be required to stay with the child until transportation is assured.



8. The Board shall continue to provide, in sufficient quantity, special and protective clothing and safety devices as required by law or by the nature of the teaching assignment (to be determined by the District Safety Committee) , furnished and uniformly used throughout the school system and shall provide for the maintaining or replacement of such articles.
9. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child' s desirable characteristics. In situations where a teacher has exhausted all positive avenues for correcting a specific discipline problem, the student in question may be removed from class and referred to the building administrator responsible for student discipline along with a written description of the problem and corrective measures previously attempted. The administrator shall upon receiving this written request of the referring teacher, submit within five (5) school days a written reply to the referring teacher stating a course of action taken to correct the discipline action.
  - 340.755 Physical force to take possession of dangerous weapons from pupils (M.S.A. 15.3755) Sec. 755. Any teacher or superintendent may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.
  - 34.756 Physical force to maintain proper discipline over pupils (M.S.A. 15.3756) Sec. 756. Any teacher or superintendent may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.
  - 34.757 Liability for use of physical force; gross abuse (M.S.A. 15.3757) Sec. 757. No teacher or superintendent shall be liable to any pupil, his parent or guardian in any civil action for the use of physical force on the person of any pupil for the purpose prescribed in Sections 755 and 756 of this act, as amended, except in case of gross abuse and disregard to the health and safety of the pupil.
10.
  - a. The Board may adopt rules and regulations not in conflict with the terms of this Agreement.
  - b. Disciplinary action shall be defined as any oral warning, written reprimand, suspension, discharge or deprivation of any compensation or professional advantage.
  - c. A teacher shall be entitled to have present a representative of the Association for any disciplinary action. Disciplinary



action will not be effectuated until the teacher has had the opportunity to request the presence of an Association representative.

- d. Whenever a disciplinary action is reduced to writing by the administrator, the findings and decisions of the administrator shall be filed, in writing, in the teacher's central personnel file and a copy thereof given to the teacher.
- e. No teacher shall be issued an oral warning, written reprimand, suspended, discharged or deprived of any compensation or professional advantage without just cause.
- f. All information forming the basis for disciplinary action shall be made available to the teacher and to the Association, with the consent of the teacher, upon request.
- g. The Association recognizes that abuses of sick leave or other leaves, chronic absence or tardiness, or willful deficiencies in professional performance by a teacher, reflect adversely upon the teaching profession and create undesirable conditions in the school system and may constitute failure on the part of the teacher to carry out his/her contractual responsibilities. The Association will use its best efforts to correct breaches of professional behavior by a teacher and in appropriate cases, may institute proceedings against the offending teacher.

#### B. Personal and Private Life

The private and personal life of any teacher is not within the appropriate concern of attention of the Board as long as it is consistent with the high standards which the teaching profession has set.

No restriction, other than that of good judgment, is placed upon the freedom of teachers to use their own time for gainful employment or other activities insofar as it does not interfere with satisfactory performance of their school duties.

#### C. Monitoring

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of closed circuit television, public address or audio system and similar devices shall not be used without the full knowledge and consent of the teacher. In no case shall a student tape classroom conversations without the consent of the teacher.

#### D. Review of Personnel File

- 1. Each teacher shall have the right upon request to review the contents of his/her own personnel file maintained at the individual's school or at the Administration Building. A repre-



sentative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such files.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment are specifically exempted from such review. The administrator shall, in the presence of the teacher's authorized representative, remove such credentials and confidential reports from the file prior to a review of the file by the teacher.

2. All communications including evaluations by Plymouth administrators, commendations and validated complaints directed toward the teacher which are to be included in the official personnel file, maintained in the Administration Building, shall be called to the teacher's attention at the time of such inclusion, and shall be initialed and dated by the teacher or his/her authorized representative, for the sole purpose of substantiating its inclusion.

If the teacher declines to initial the communication, it shall be placed in the teacher's file, and the Association President shall be informed in writing.

3. Any derogatory materials to be included in a teacher's official personnel file shall be placed in the file within ninety (90) calendar days after the incident(s) occurred.
4. Materials in a teacher's personnel file may be removed upon his/her request in accordance with the following stipulations:
  - a. After two (2) years of inclusion, the teacher may request the administrator to submit documentation that would negate any derogatory material included in the file, providing adequate changes have been demonstrated.
  - b. If such adequate changes continue for an additional year, the derogatory material shall be removed from the teacher's personnel file.
  - c. Derogatory materials that have been in the teacher's personnel file for three (3) years or more at the time of review may be removed without documentation and without the one (1) year waiting period, at the discretion of the building administrator and/or the Assistant Superintendent for Employee Relations.



## ARTICLE X

### Change of Assignment/Transfers

#### A. Change of Assignment - Administrative Positions

1. Whenever a vacancy in any administrative position in the district shall occur, the Superintendent, or his/her designee shall make a general announcement of the vacancy throughout the school system and shall post a position description in all of the buildings.
2. The Superintendent, or his/her designee, shall acknowledge receipt of all requests for consideration and shall inform the staff member as soon as possible as to the disposition of that request.

#### B. Teaching Assignments and Transfers

1. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned, except in accordance with the regulations of the State Board of Education and for a good cause, to subjects and/or grades or other classes outside the scope of their teaching certificates and/or their major or minor fields of study.
2. A teacher who desires a change in grade and/or subject assignments shall file a written request with his/her building principal. Teachers who desire to transfer to another building shall file a written statement of such desire with the Office of the Superintendent, or his/her designee, not later than May 1. The Superintendent, or his/her designee, shall reply to such request not later than July 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned or the school or schools (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. As soon as practicable, and under normal circumstances, not later than July 15, the Office of the Superintendent, or his/her designee, shall make available to each teacher who has filed such statement, upon request, system-wide data showing the names of persons who have been reassigned or transferred and the nature of such reassignment or transfer.
3. Teachers shall be notified in writing of any changes in their programs and schedules for the ensuing school year, including the schools to which they will be assigned, the grades and/or subjects that they will teach and any special or unusual classes or assignments that they will have, as soon as practicable and under normal circumstances not later than August 15, provided that in the event of a change in circumstances or conditions subsequent to August 15 (e.g., resignation) such assignments may be changed as required to meet the situation. The teacher shall be informed of the reasons for any changes that become necessary after August 15.



4. In the determination of assignment and/or transfer requests, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils. In the event that an involuntary assignment or transfer is made, the teacher shall be notified of the reasons for the assignment or transfer at the time. Such transfers will be made on the basis of certification, experience and length of service in the district. When certification and experience of the teachers are substantially equal, the teacher with the least seniority will be transferred first. If the teacher objects to the assignment or transfer, the said teacher has the right to use the grievance procedure, beginning with Step Four of the grievance procedure within seven (7) days of notification of the said transfer.
5. In arranging schedules for teachers who are assigned to more than one school, an effort will be made to limit the amount of inter-school travel. Such teachers shall be notified of any change in their schedules as soon as practicable.
6. Teacher assignments and transfers shall be made in accordance with Article IV, Fair Practices.
7. All vacancies created by transfers, leaves of absence or the establishment of new positions shall be posted as per the Master Agreement. The Assistant Superintendent for Employee Relations shall be responsible for these postings. Postings shall be sent to each building principal, the PCEA Chairperson in each building, and the PCEA President.

C. Relief from Substitute Responsibility

Teachers shall not be required to assume the responsibilities of absent teachers except on the day during which an emergency occurs.

Teachers whose students are at the sixth grade camp may be reassigned while their students are at camp as long as their assignment does not exceed the normal teaching day.

The Board and the Association agree that in no case shall the teacher be responsible for providing a substitute teacher. The Board agrees to make every reasonable effort to provide qualified substitute teachers when needed.

D. Professional Conferences

In the belief that attendance at professional meetings is desirable to maintain and improve professional competence and proficiency and enhance the educational program of the school district, teachers shall be encouraged to participate in such meetings within budget limitations.



ARTICLE XI

Negotiation Procedures

- A. The Board and the Association shall appoint their respective negotiation teams at their own discretion. The total number on each team shall not exceed seven (7) members and written notice indicating the number of participants on each team shall be exchanged by the Superintendent, or his/her designee, and the President of the Association at least three (3) days prior to a planned meeting.
- B. If both parties concur, subcommittees (composed of members of both negotiating teams) may be appointed for the purpose of studying matters of mutual concern, such as the financial resources of the district, tentative budgetary requirements and allocations, trends in salary schedules and fringe benefits and other pertinent matters which affect the quality of Plymouth-Canton's educational program. The Board shall and make available to such subcommittees reasonable clerical assistance necessary to the performance of their duties.
- C. The parties shall negotiate at times and places agreeable to both parties consistent with good faith practices. However, teacher members of the negotiating team shall be released from school duties in reasonable numbers and at reasonable times without loss of salary if it becomes necessary.
- D. Proper areas of interest on the part of teachers include:

Teacher Rights	Sick Leave	Negotiation Procedures
Teaching Hours	Leave Pay	Grievance Procedures
Teaching Conditions	Leave of Absence	Non-teaching Assignments
Transfers	Sabbatical Leave	Professional Compensation
Fair Practices	Terminal Leave	Teaching Loads and Assignments
Overtime Pay	Insurance Protection	Vacancies and Promotions
Duration of Agree.	Teacher Evaluation	Curriculum Development

(The above is not an exhaustive list of items subject to negotiation and items may be added or deleted with the consent of both parties.)

- E. If either party desires to modify or change this Agreement for the following year, it shall, by April 1, 1990, give written notice to this effect, said notice to specify the exact terms and provisions as they are proposed to be modified or changed. Thereafter, negotiations of such proposals will begin on or before April 15, 1990 unless another date is mutually agreed upon. Either party reserves the right to submit additional proposals or modifications on the basis of need.
- F. Errors, omissions or the need for clarification, interpretation or adjustment of this Master Agreement may be corrected or adjusted with the mutual consent of the representatives of the Board and the Association, subject to the ratification procedure of the P.C.E.A. constitution.



## ARTICLE XII

### Employment Standards

The parties to this Agreement reaffirm the retention by the Board of the exclusive authority to select and employ new professional personnel in the school district. However, in keeping with the high standards of the community, the Board agrees to the following statement of policy in this regard.

- A. To the extent possible, only teachers and nurses who possess the highest qualifications will be given consideration for employment in Plymouth-Canton Community Schools.
- B. A teacher in the Plymouth-Canton Community Schools shall be the holder of at least a bachelor's degree from an accredited college or university. However, the Board may employ "vocationally certified" instructors not to exceed one percent (1%) of the bargaining unit.
- C. All teachers must hold Michigan Teachers' Certificates valid for their work assignment. Failure to have or keep such certificate shall invalidate the contract of such teacher.
- D. Preference in the employment of new teachers shall be given to those candidates with successful professional experience related to the assignment.

## ARTICLE XIII

### Leave Policies

The forms necessary and the basic policy for leaves appear in the Board Policy and Procedures Manual and have been agreed upon except that the following modifications and additions take precedence. The Board may require verification of eligibility for any leave provided herein.

- A. Sabbatical Leave
  1. Professional employees who have been employed by the Plymouth-Canton Community Schools for a minimum of seven (7) consecutive years shall be eligible for a sabbatical leave. If granted the said employee shall be paid one half of his/her annual salary and full related fringe benefits.
  2. A sabbatical leave shall be available to eligible professional personnel in order to provide an opportunity for professional improvement through formal study, research, writing and travel, or other types of experiences through which the general welfare of the Plymouth-Canton Community Schools will benefit.
    - a. An applicant must hold a permanent type teaching certificate.



- b. Absence from service in the district for a period of not more than one year, under a 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 re-established by service of an additional seven (7) years as a full time employee.
    - c. Applicant must agree to return 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 form of a promissory note shall stipulate that the failure of the teacher to provide such service shall result in the obligation to reimburse the district a proportionate part of the salary paid to him/her during the sabbatical leave, determined by the fraction of the two (2) years not served following the leave.
3. Application shall be made to the sabbatical leave committee not later than February 1 for a leave beginning the first semester of a school year or October 1 for a leave beginning the second semester of a school year. Such application shall be accompanied by a detailed plan for the period of the sabbatical leave as outlined on the prescribed form and in accordance with the criteria listed on that form.
4. The sabbatical leave committee shall consist of two representatives of the Association and a principal. They shall prepare a priority listing of eligible candidates and recommend names for sabbatical leave appointments within 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 staff member, the potential benefit to the school system and other factors deemed pertinent by the committee. The Board shall grant sabbatical leaves not to exceed two percent (2%) of the total teaching staff. Notice of the Board's decision shall be given the applicant within sixty (60) days of application deadlines.
5. A teacher, upon return from a 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/she would have been had he/she taught in the district during such period.
6. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.



7. The employee shall immediately request approval from the Superintendent, or his/her designee, for substantial change in the planned program of the leave as outlined in the approved application.
8. Each employee on a sabbatical leave shall submit a mid-point written report stating his/her progress and on returning from leave shall file a final 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.
9. 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.

#### B. Unpaid Leaves

Eligibility for any kind of leave of absence except military leave shall be dependent upon a satisfactory record of at least two (2) years continuous employment, attainment of tenure status in the Plymouth-Canton Community Schools, and payment by the teacher of the life insurance premiums provided for in this Agreement, if insured prior to the leave.

1. A leave of absence of up to two (2) years shall be granted to any qualified teacher, upon application to the Superintendent, or his/her designee, for approval of the Board, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full time participant in such program provided said teacher states his/her intention to return to the school system. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.
2. A leave of up to two (2) years for professional growth activities may be granted by the Superintendent, or his/her designee, with the approval of the Board of Education. Such leaves will not accumulate seniority or increments.
3. A leave of absence of up to two (2) years shall be granted to any qualified teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities.

Upon approval of the Board of Education one-half increment or one full increment on the salary schedule may be granted provided the advanced study related directly to a need in the Plymouth-Canton



Community Schools; has specific approval of the Superintendent, or his/her designee, prior to the study being conducted; and, written evaluation by Plymouth-Canton Community School administrators indicates the study was conducted in a way that rendered a service to the school district during such period.

4. A military leave of absence, shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave a teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

Any employee of the Plymouth-Canton 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/she is engaged in the performance of official duty or training in this State or in the United States under competent orders. 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 working days in any one calendar year.

5. Upon the 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 (1) year plus any unfinished year. At the end of such leave the employee must either return or resign unless a special extension is recommended by the Superintendent, or his/her designee. When the employee's health permits his/her return, he/she shall so inform the Superintendent, or his/her designee, in writing and submit a statement from a physician certifying his/her fitness to return.
6. Notice of intention to return or resign must be sent in writing to the Superintendent, or his/her designee, by March 15 of the leave year. Failure to provide such notice shall be the equivalent of resignation.
7. While on leave an employee will maintain full continuing tenure status, seniority or its equivalent; will maintain all employment rights held before leave was taken. However, fringe benefits will be provided only if the employee assumes the cost of premiums for such benefits.
8. The Board of Education 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:
  - a. A prospective parent will commence her leave at a time jointly determined by the teacher 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 teaching responsibilities.

- b. The initial leave period may be for the duration of the unfinished school year when leave was granted, plus two (2) consecutive semesters excluding a summer semester. Upon written request of the teacher and approval of the Board, the maternity leave may be extended up to two (2) additional school years.
- c. In the event of death of the object child of the leave or other emergency, the leave of absence may be terminated upon seventy-two (72) hour notice of the teacher.
- d. In addition to the above provisions, the following options are available to pregnant teachers:

- (1) Disability Absence: A six (6) week paid disability absence, which would entail use of sick days (including thirty (30) day extension policy). If the disability absence were for more than six weeks, the administration would probably ask for a doctor's statement on a regular basis, or request a second opinion, and
- (2) Maternity Leave Per Contract: A teacher would be allowed a maternity leave for the balance of the school year and/or is entitled to an additional year, as per the Master Agreement, or
- (3) Short Term Maternity Leave: A teacher shall be allowed a maternity leave for a specified time. If the time is less than a semester, the teacher shall be guaranteed her current position. If the leave is for more than a semester, then the teacher shall be placed in a comparable position, if available.

- 9. Upon written request of a teacher a leave of absence may be granted by the Superintendent, or his/her designee, with the approval of the Board of Education for other reasons including alternative career exploration, child adoption, or child care.
- 10. An employee returning from a leave of absence shall be offered a position commensurate with his/her training, experience and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the employee to his/her original position.
- 11. When the leave of absence expires during a school year, every effort shall be made to place the employee in an appropriate position as soon as such a position is available. Employees shall be offered a position following a leave of absence not later than the beginning of the next following school year.



## ARTICLE XIV

### Professional Compensation

- A. The salaries and differential of employees covered by this Agreement and the eligibility requirements therefore, are set forth in pertinent part in Appendixes A, B, C and D which are attached to and made a part of this Agreement. Also included in Appendix A are the schedules for the school year and various provisions for payments and deduction.
- B. Teachers entering the system may be given full credit for up to five (5) years of prior teaching experience (while under provisional or permanent state certification) on the salary schedule as set forth in Appendix A. Full credit will be given for all teaching experience in the Plymouth-Canton Community Schools, except substituting. Additional years of credit for outside teaching experience may be recommended at the discretion of the administration. One (1) full semester, at least ninety (90) days of teaching inclusive of excused absences, shall be credited as one-half year on the salary schedule. Teachers who are allowed half-year credit shall be placed on the appropriate step on the salary schedule.

However, teachers hired or returning from leave within the first six (6) weeks of a semester will be given full credit for a semester on the salary schedule.

The Superintendent, or his/her designee, may recommend credit for other than public school or college teaching experience, if, in his/her opinion, it contributes to the qualifications of the teacher for a particular assignment. This could include military service, Peace Corps, VISTA and other job related experience, which would be in the same field as the teaching area assigned and a direct relationship exists. Ordinarily this would be work which may be required for vocational certification. Any decision regarding related work experience shall be subject to review at the request of the Association or an individual teacher. However, the Superintendent's, or his/her designee's, decision on related experience shall be final.

The credit which may be granted for other than public school or college teaching experience shall be no more than three (3) years and maximum credit allowed for both teaching and other experience shall be limited to five (5) years unless additional years credit for total outside teaching and related experience has been recommended by the Assistant Superintendent for Employee Relations and Superintendent, or his/her designee.

This section relating to previous experience credit shall be effective only for all newly hired teachers following the ratification date of this Agreement and shall not be retroactive in any respect to teachers presently employed by the Board.



## ARTICLE XV

### Copy of Agreement

The Board and Association will have available and provide to all parties concerned, upon request, copies of this Agreement. The cost of such shall be borne equally by the Association and the Board. Format and supplier to be mutually agreed upon.

## ARTICLE XVI

### Conformity to Law - Saving Clause

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

## ARTICLE XVII

### Contractual Obligations

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage, or support any strike against the Board by any teacher or group of teachers.

## ARTICLE XVIII

### Academic Freedom

The Board recognizes and respects the right of citizens to make suggestions for the improvement of public schools but maintains that no group can deny academic freedom to educators. The Board recognizes that the education profession has both the right and the responsibility to insist that children must be free to learn and teachers free to teach broad areas of knowledge, including those considered controversial. The teacher recognizes that the student has the right and freedom to form opinions or conclusions on the factual information presented on both sides of a controversial issue, and further, that the teacher will refrain from indoctrinating the student with his/her own predetermined opinion on the issue.

- A. Therefore, academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of



learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession.

- B. Whenever any group or individual brings charges against a teacher concerning the teacher's freedom to teach, or whenever any teacher faces charges made by any group or individual for violating either the letter or spirit of this Article, or for abusing the right guaranteed under the Article in any respect, that teacher is entitled to "due process under the law," of which shall include at least:
1. Reasonable notice of the charge.
  2. Specific notice of the charges or charge so that he/she may be able to defend against and rebut such allegations.
  3. The names comprising the group or the name of the individual bringing the charges or charge.
  4. The right to be represented by legal counsel.
  5. The right and opportunity to rebut the charges at an impartial hearing.
  6. The right and opportunity to rebut them in a competent court of law, if the teacher's future employment is threatened, due to or related in any way to the charges or charge brought against that teacher by any group or individual.

#### ARTICLE XIX

##### Staff Reduction and Recall

- A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
- B. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is substantial decrease in per pupil revenues. Whenever possible, notice of discontinuance of service shall be given to both probationary and tenure teachers at least sixty (60) days before the end of the school year preceeding the year in which such discontinuance of service shall become effective. It is recognized, however, that circumstances may dictate a reduction in force subsequent to such notice period, and in such event the Board will make every reasonable effort to give such advance notice as is possible under the circumstances. In any event thirty (30) days notice shall be given prior to discontinuance of service.



The following layoff procedures shall prevail:

1. Specially certificated teachers in the specific positions being reduced or eliminated shall be laid off first, provided there are qualified certificated teachers to replace and perform all of the duties of the laid off teachers.
  2. If reduction is still necessary then probationary teachers will be laid off, provided there are qualified, certificated (Article XIII, C) teachers to replace and perform all of the duties of the laid off teachers.
  3. If reduction is still necessary a teacher with the least district wide seniority in that building and department whose position has been eliminated shall be transferred to any existing vacancy for which he/she is certified (K-12, K-8, 7-12). If no vacancy exists, the teacher whose position has been eliminated and therefore, required to transfer involuntarily shall replace the teacher with the least seniority for whose position he/she is certified (K-12, K-8, 7-12) at the time of reduction. The teacher will be returned to his/her original position when a vacancy occurs if he/she wishes to return.
  4. A teacher returning from laid off status prior to the beginning of the school year shall be returned to his/her original position if the position exists, seniority permitting.
- C. Recall will be based on a reversal to Section B above, i.e., the last laid off will be the first recalled, providing that all tenure teachers on leave, have been reinstated prior to recall of probationers.
- D. Teachers being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will end the employee's seniority rights, except that a teacher who is sick shall notify the Board of his/her intent to return as soon as possible, and from the date of his/her notifying the Board, shall be deemed to be on sick leave. A substitute shall be hired in his/her place until he/she returns from sick leave. A substitute position of this nature shall be offered first to any remaining teachers who are yet laid off.
- E. No new teacher shall be hired in a subject area until all laid off teachers from that subject area have been recalled or decline the opening.
- F. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who may be qualified, and who possess the necessary certification, are recalled or decline the opening.
- G. Layoff means removal from the payroll with no employment rights, other than retention of seniority status and recall rights as noted above. Such rights shall extend through the duration of this Agreement.



- H. Seniority for professional staff hired prior to September 1, 1976, shall be defined as total days of contractual certified service to the Plymouth-Canton Community Schools. For professional staff hired after September 1, 1976, seniority shall be defined as total days of teaching service only to the Plymouth-Canton Community Schools, as defined by the Association recognition clause in Article I computed from the first day they reported for work. Part-time contractual employment preceded and followed by full time employment shall not interrupt years of service. Seniority for part-time employees shall be prorated to full time equivalent. Professional leaves, sabbatical leaves, Association leaves, health leaves or military leaves shall not be considered as interruption of years of service. All other leaves shall not count as years of service, but seniority is computed from the first day of employment minus the time of such leave. If a person resigns, or otherwise leaves the employ of the district other than on an approved leave of absence, and subsequently returns, seniority is computed from the first day they report at work after returning to the employ of the Board.

All administrators who have accrued seniority in the teachers bargaining unit prior to September 1, 1976, pursuant to Article XIX, Section H., may fill only a vacant position within the bargaining unit as defined by Article I. Any administrator hired after September 1, 1976, shall not accrue seniority in the teacher bargaining unit.

- I. A seniority list shall be compiled each school year. This year shall take into account the actual or projected days of seniority to the end of each school year, and a finalized listing, with any corrections, shall be available by September 30th of each year. All teachers shall be ranked on the list computed from the first day they reported to work as a member of the bargaining unit.

In determining layoff or recall for any subsequent school year, this projected and corrected September 30th list shall prevail and be the effective list used for the full subsequent year, and shall remain as the seniority standing for employees until the new list is projected and/or finalized.

Nurses shall have a separate seniority list. All layoffs and recall of school nurses shall be by seniority.

- J. In the circumstances of more than one individual teacher with the same number of service days defined as seniority in Article XIX, Section H., the individuals so affected will participate in a drawing, by lot, to determine position on the seniority list. The Personnel Office will notify the Association and teacher so affected in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and P.C.E.A. representatives to be in attendance.
- K. The Association and the Board agree that the general interpretation of the procedures of the Master Agreement dealing with certification, recall, and seniority, and specifically the timelines and procedure related to school district's recognition of teacher certification, re-certification, or the addition of endorsements, shall be as follows:



1. By March 15th of each school year, teachers who intend to secure additional endorsements or certification, shall notify the district personnel office in writing and include the change sought, the university involved, and the expected completion date.
2. By the last teacher workday of that school year, any teacher who has submitted a written intent as set forth in Paragraph 1 above, shall supply the personnel office with written proof from the teacher certification office of the university that all work has been completed by such date, and that recommendation by the university will be made to the Michigan Department of Education and Certification Office to be effective by the beginning of the subsequent school year.
3. Prior to the first teacher workday of the subsequent school year, the teacher must present to the personnel office an official certificate indicating any such change in certification or endorsement.

For purposes of recall or reassignment, the Association and the Board agree that no change in endorsement or certification will be recognized or honored unless the afore-listed procedure and timelines have been adhered to strictly and specifically. Failure to adhere strictly to the procedure and timelines shall delay the recognition of such change, and accordingly delay recall or reassignment, until the following year's seniority list has been developed and the afore-stated procedures have been met, except that should a vacancy or new position arise after the opening of school, then any valid certification shall be recognized in the recall process.

- L. All vacancies created by transfers, leaves of absence, or the establishment of new positions shall be posted as per the Master Agreement. The Assistant Superintendent for Employee Relations shall be responsible for these postings.

Postings shall be sent to each building principal, the PCEA Chairperson in each building, and the PCEA President.

## ARTICLE XX

### Extended School Year

- A. The salaries if differentials of teachers in the Extended School Year (ESY) Program in the Plymouth-Canton Community Schools shall be provided in Appendix A, B, C and D, with the following stipulations:
  1. The anniversary date of each employee in the ESY program shall be the opening school day of the program of each year for salary, retirement, fringe benefits, leave benefits, tenure provisions, vacations, transfers and assignments.
  2. Teachers shall have the opportunity to work more than the total contract days listed in the regular school calendar.



3. All instructional work beyond the school year as listed in the calendar and school day as defined in Article VI shall be prorated on a per diem basis and shall be paid at a prorated per diem rate of the teacher's annual salary for each extra day worked.
  4. Assignments in excess of the teacher's regular assignment shall be voluntary, and shall be paid as stipulated in A-3, cited above.
- B. Assignments within the ESY program shall be made on the basis of state certification and seniority in the Plymouth-Canton Community School System wherever possible. Teachers with the most seniority shall be given their choice of initial and/or open teaching and track assignments in their building, length of assignment, assignments of additional days of work beyond the days listed in the calendar and vacation periods, wherever possible.
  - C. No teacher shall be assigned into an ESY program without his/her consent except as outlined in this Section. Teachers shall be allowed to volunteer for an ESY assignment. If there are not enough volunteers to staff the ESY schools, then the Board may assign staff based upon seniority. Those teachers currently assigned to ESY schools, who elect not to teach in ESY shall be reassigned to existing openings by seniority. If there are no existing openings for which the teacher is certified then he/she may bump the lowest seniority teacher in the system in his/her field of certification.
  - D. The ESY Program shall have all Leave Days prorated per the existing Agreement leave clause cited on the previous page (i.e., probationary teachers one (1) extra leave day for every 18.5 additional days of work; tenure teachers, one (1) extra leave day for every 15.5 additional days of work, tenure teachers with five (5) years of service one (1) extra leave day for every 12.0 additional days work).
  - E. Building space to be used during the summer months for classes, library, study hall, teacher preparation time, administration and similar purposes shall be so selected or environmentally controlled as to provide for comfort and health with respect to temperature, humidity, ventilation and lighting as provided in (Act 306, Public Acts of 1937 as amended), the Michigan Department of Education School Plant Planning Handbook (1975) Physical Environment of the Building (IV, Pages 39-45, 57-59).
  - F. Adequate supplies, materials, equipment and inservice training shall be provided all staff which enter the ESY program.
  - G. TSY Plymouth-Canton staff members shall be given priority status as daily substitutes in the ESY program at the daily substitute rate.

Teachers to be considered for the above duties must declare their intention in writing to the Personnel Office.

TSY, ESY or laid off Plymouth-Canton staff members shall be given priority status to temporarily replace regular ESY staff members while they are on vacation (i.e., summer periods or 3 week breaks). These teachers shall be paid their per diem rate of pay.



ESY off-track teachers shall not be called as daily substitutes unless they have previously volunteered in writing to substitute.

- H. When necessary, and on a schedule determined by mutual agreement of the individual teacher and building principal involved, up to twelve (12) additional hours per track vacation period shall be granted for the purpose of setting up and taking down. These shall be in excess of inservice time and shall be paid at the teacher's per diem rate of pay. It is understood that the number of hours agreed upon may be less than twelve (12). Six (6) hours of set up/take down time shall be considered one school day.
- I. Teachers and administrators of an ESY building will work together to establish guidelines and to implement the program in the building.

## ARTICLE XXI

### Miscellaneous

#### A. Meetings

The representatives of the Association and the Board shall meet monthly on an informal basis to discuss problems of mutual concern.

#### B. Board Policies and Procedures

All existing Board Policies and Procedures concerning those persons covered by this Agreement, if not changed in this Agreement, shall remain in effect and no change will be made in any way during the term of this Agreement without negotiation with the Association.

It is understood that new Board Policies and Procedures have been enacted and that the Association has not had an adequate opportunity to review the same and that during the school years of 1976-79, the parties hereto will jointly review the new policies and procedures.

If conflict exist between the old and new policies, which affect teachers, old policies and procedures will prevail until they are resolved by mutual agreement.

#### C. Jury Duty

An employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror less receipt supported parking fees shall be turned in to the business office. The employee shall retain the money received for mileage.

#### D. Calendar Adjustment

In the event there is a state law requirement to make up pupil count days lost for Act of God days, a Joint Committee of Association and



Administration, six persons (6), shall be convened to adjust the calendar in order to meet State Law Requirements.

E. Changes

On all items sought to be negotiated, this contract represents the entire agreement of terms and working conditions between the parties for the duration of this Agreement. There shall be no changes in these provisions without mutual agreement between the parties.

- F. It is noted and understood that the reorganization of the new document by the consolidation of the past Letters of Understanding, past Extension Adjustments, Agreements, and interpretations, are not intended by this document to change any language, interpretations, or practices, except as specifically and previously agreed to in negotiations.

## ARTICLE XXII

### Substitute/Term Substitute Teachers

- A. A substitute teacher is a certificated teacher who may have lesser qualifications than a regular teacher and who takes the place of a regular teacher in an assignment on a day-to-day basis.
- B. If a substitute teacher works more than sixty (60) consecutive days on a single assignment, he/she shall be classed as a term substitute, and his/her daily pay and benefits shall be adjusted to a level equal to that which he/she would receive on the first step of the B.A. salary schedule with all fringe benefits. Such adjustment will be effective on the sixty-first (61st) day.
- C. If a term substitute having a life, provisional, permanent or continuing certificate serves in a position vacancy for a period in excess of ninety (90) days, he/she shall be given first opportunity to accept or reject a contract for which the person is certified after all other teachers from the district are re-employed in conformance with the terms of a Master Agreement of an authorized bargaining unit and the employer.
- D. If a term substitute does not have a life, provisional, permanent or continuing certificate, he/she shall not serve as a term substitute.
- E. Substitute teachers, who begin the school year or second semester in a position, and are assigned in that position to regular staff status as a result of increased class loads, shall be given a retroactive teaching contract to the beginning of the school year or the beginning of the second semester. Further, those people shall be given a full or semester's increment and seniority.



ARTICLE XXIII

Duration

This Agreement and each of its provisions shall be effective as of August 29, 1988 and shall continue in full force and effect until August 27, 1990.

Negotiations for a subsequent agreement will commence at least ninety (90) days prior to the expiration of this Agreement.

Except as provided in the paragraph above, neither party shall demand any modification to any provision of this Agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 26th day of October, 1987.

Plymouth-Canton Education  
Association

By:

Thomas A. Cotner  
Thomas A. Cotner  
Chief Negotiator

Carole Rundio  
Carole Rundio  
President

Marguerite Vollrath  
Marguerite Vollrath  
Vice-President

Pamela Comstock  
Pamela Comstock  
Negotiator

Maryann F. Ligato  
Maryann F. Ligato  
Executive Director

Plymouth-Canton Community  
Board of Education

By:

David P. Artley  
David P. Artley  
President

Dean Swartzwelder  
Dean Swartzwelder  
Secretary

Norman J. Kee  
Norman J. Kee  
Assistant Superintendent -  
Employee Relations



1988-89 TEACHERS' SALARY SCHEDULE

<u>STEPS</u>	<u>B.A.</u>	<u>1/2 STEP</u>	<u>M.A.</u>	<u>1/2 STEP</u>	<u>MA+30</u>	<u>1/2 STEP</u>
1 (2)	22237		24464		25064	
		22978		25327		25927
2 (3)	24165		26688		27288	
		24917		27569		28169
3 (4)	25679		28450		29050	
		26432		29329		29929
4 (5)	27190		30210		30810	
		27944		31093		31693
5 (6)	28697		31974		32574	
		29453		32850		33450
6 (7)	30210		33735		34335	
		30965		34616		35216
7 (8)	31721		35498		36098	
		32527		36376		36976
8 (9)	33232		37255		37855	
		33982		38137		38737
9 (10)	34742		39021		39621	
		35493		39898		40498
10 (11)	36950		40778		41378	
		-----		41659		42259
11 (12)	-----		43367		43967	



1989-90 TEACHERS' SALARY SCHEDULE

<u>STEPS</u>	<u>B.A.</u>	<u>1/2 STEP</u>	<u>M.A.</u>	<u>1/2 STEP</u>	<u>MA+30</u>	<u>1/2 STEP</u>
1	23794		26176		26776	
2	25857	24586	28556	27100	29156	27700
3	27477	26661	30441	29499	31041	30099
4	29093	28282	32325	31382	32925	31982
5	30706	29900	34212	33270	34812	33870
6	32325	31515	36096	35150	36696	35750
7	33941	33133	37983	37039	38583	37639
8	35558	34804	39863	38922	40463	39522
9	37174	36361	41752	40807	42352	41407
10	39537	37978	43632	42691	44232	43291
11	-----	-----	46403	44575	47003	45175

School Nurses without degrees shall be paid at the rate of 80% of the BA Salary Schedule to the maximum of steps, according to the number of years he/she has obtained. Beginning with the 1988-89 Master Agreement, any nurse who holds a BA Degree or higher will be paid at 100% of the appropriate teacher salary step.



APPENDIX A  
Salary Schedule - Fringe Benefits

1. All school district nurses shall be entitled to all fringe benefits as outlined in the Master Agreement.
2. Blue Cross Hospital-Surgical, Master Medical Insurance, MVF II, Option IV, Drug Rider #2 co-pay, FAE/RC and VST Riders.
  - a. The Board agrees to pay 100% of the subsidy payments for regular full time certified personnel and 50% of the subsidy payments for regular half-time certified personnel.
  - b. Personnel hired prior to the opening of school will be covered as of the date of school opening. Those hired after school has begun will be covered the first of the month following such employment provided proper application in writing has been made in advance.
3. Dental Program
  - a. The Board will provide and pay in full for a full family dental plan referred to as MESSA Plan E, 80-80-80.
  - b. Benefits shall be provided on an internal and external coordination of benefits basis.
  - c. The Board agrees to pay 100% of the premium for regular full time certified personnel and a pro-rata premium for part-time personnel.
4. Long-Term Disability Program

For all persons covered by this Agreement, the Board agrees to pay one-hundred percent (100%) of the cost of an income protection insurance 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 Workmen's 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. This shall include a twenty-five hundred (\$2,500) dollar maximum monthly benefit.
5. Vision Program

Beginning with the 1988-89 Master Agreement, the Board agrees to pay 100% of vision coverage (VSP2 or equivalent) for all persons covered by this agreement on an internal and external coordination of benefits basis.
6. Life Insurance

The Board agrees to provide Term Life Insurance coverage in the amount of thirty thousand dollars (30,000) for all regular full time certifi-



cated personnel under contract during their employment by the Plymouth-Canton Community Schools and a prorated subsidy for this coverage for all certificated personnel who are less than full time.

Personnel hired prior to the opening of school will be covered as of the date of school opening. Those hired after school has begun will be covered the first of the month following such employment providing proper application, in writing, has been made in advance.

7. The Board agrees to pay annually for each semester hour of credit earned at an accredited college or university an amount of \$20 per semester hour during the 1988-89 school years as follows:
  - a. Semester hours earned after the Bachelor Degree + 10 hours, to a limit of twenty (20) hours, after receipt of a current valid provisional teaching certificate prior to July 1, 1970.
  - b. Semester hours earned after the Bachelor Degree + 18 hours, to a limit of twelve (12) hours, after receipt of a current valid provisional teaching certificate after July 1, 1970.
  - c. Semester hours earned after the Masters Degree, or which have been taken simultaneously with semester hours which result in the grant of the Master Degree, to a limit of thirty (30) hours.

Credit must be a part of a program toward a higher degree, must be taken in a field of study directly related to his/her teaching assignment, or, must have the approval of the Superintendent, or his/her designee. Teachers must have their official transcripts in the Superintendent's, or his/her designee's, office not later than October 31 in order to receive salary credit for the year. Qualifications for payment on an advance salary schedule shall result in such change at a semester point, upon evidence of completion.

Additional semester hours credit over these approved in the 1987-88 individual teacher contracts shall have been completed after September 1, 1985.

8. The Board agrees to pay the tuition for college credit hours beyond the M.A. + thirty (30) if the application for approval is signed by the Superintendent, or his/her designee.
9. Paid Leave Days
  - a. The Board agrees to grant ten (10) days for illness, bereavement and personal business each year for Probationary Teachers, twelve (12) days for Tenure Teachers and fifteen (15) days for Tenure Teachers with more than five years of service in the Plymouth-Canton Community Schools.

A tenure teacher who has accumulated twenty-five (25) days in his/her sick leave bank by June of any given year and maintained a minimum of twenty-five (25) days in his/her sick leave bank during the year shall be granted the right to use one leave day for a



personal business day without approval of the local administrator. However, such day shall be recorded as a day's leave for Personal Business.

Building principals will approve all other or additional requests for Personal Business days. Request and the approval of Personal Business days will be based upon the guidelines governing them as shown in b. below. The request and approval will be done verbally between the parties. The request for a Personal Business day will be made, twenty-four (24) hours in advance by the teacher, whenever possible.

Denial of the request for a Personal Business day by a building principal may be appealed to a committee composed of two (2) representatives of the Administration, appointed by the Assistant Superintendent for Employee Relations and two (2) representatives of the Association, appointed by the P.C.E.A. President.

All Personal Business days are deducted from the accumulated sick leave bank of the teacher.

Summer school teachers will not receive sick leave time for their teaching, but may use their accumulated sick leave bank on a fractional-day charge.

- b. We believe that Personal Business days should be granted to individuals based upon past practices and within the spirit and letter of the current Master Agreement. The following statements will act as guidelines for the local administrators in giving approval to the applicant.

A Personal Business day can be granted when there is:

1. A religious holiday not identified in the Master Agreement.
2. An appointment at a federal, state or local government office after normal channels have been exhausted.
3. An involvement in a court of law.
4. A convocation of honors assembly involving a member of the immediate family.
5. An appointment to arrange final settlement or financing the purchase of a home.
6. A need for being involved in moving from one home to another.
7. A need to leave early to attend a conference or convention to which he/she is a delegate.
8. An involvement in a wedding of a member of the immediate family.



9. A desire to attend a funeral when it is not covered under the sick leave policy.
10. A desire to be with a person who is ill and which is not covered under the sick leave policy.

The above is not an exhaustive list and items may be added during the school year by the consent of both parties.

When there is a request for Personal Business days in any of the above categories, the local administrator may grant any portion of the time under personal business with the remaining portion being assumed by the applicant with loss of pay.

Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.

The local administrator may, in unusual circumstances, grant personal business time to a person when the applicant's request is not specifically covered by the listing. The local administrator, using his/her best judgment will take into consideration such items as length of service, attendance, involvement in school activities and other factors which are pertinent to the case.

Each administrator will keep a log on the kinds of requests received and granted.

10. Sick leave policy to include accumulative to 180 days.
11. Retirement Allowance

Beginning with the 1986/87 school year:

In appreciation for services to the school district, a retirement payment of one hundred dollars (\$100) per year of service, to the District, shall be paid upon retirement, provided the teacher shall have been employed in the school district for at least ten (10) years and is eligible and has made application for Michigan School Employees Retirement Fund benefits. Payment will be made upon evidence that application has been made with reasonable assurance that the retiring teacher qualifies. This is for bona fide retirement and does not apply to other separations.

## 12. Voluntary Retirement Compensations

Any teacher who selects retirement shall be given a terminal pay as follows:

Under Age 60	\$ 7,500
Age 61	6,000
Age 62	4,000
Age 63	3,000
Age 64	1,000
Age 65	-0-



This payment is in addition to any other terminal leave payments specified.

A teacher must be on at least the tenth (10th) step of his/her salary schedule to be eligible for the benefits described in this section.

Retirement means the teacher must make application for benefits under the Michigan School Employee's Retirement Fund with reasonable assurance that the employee qualifies and cannot service the Plymouth-Canton Community Schools in any future paying capacity without the approval of the Superintendent. The teacher may select the method of payment either tax shelter annuity, or have the payment split into two (2) payments, one being the year of retirement and the other being the year after retirement in order to secure the greatest tax benefit to the teacher retiring. This section applies to bona fide retirement and does not apply to other separations or conditions that are not purely voluntary in nature.

13. All contract teachers will be paid on a twenty-six (26) pay plan extending for a twelve (12) month period. Teachers may exercise the option of being paid on a twenty-one (21) pay plan extending for a ten month period, if they sign such an option form prior to September 1. Option will be on a continued basis unless changed by the employee by the proper time limitation.

#### 14. Payroll Deduction

The Board agrees to continue to make voluntary payroll deductions from the salaries of teachers according to existing practices, and any other, as approved by the administration, including Credit Union, U.S. Savings Bonds, Tax Sheltered Annuities and Community Fund.

#### 15. Longevity Pay

Beginning with the 1986-87 school year, the teacher longevity stipend will be as follows:

1. Beginning the 16th year of teaching in the district, a stipend of \$250.00 annually, until -
2. Beginning the 21st year of teaching in the district, a stipend of \$500.00 annually, until -
3. Beginning the 26th year of teaching in the district, a stipend of \$750.00 annually.
4. Teachers whose date of hire falls prior to January 1st shall receive their longevity pay in September. Teachers whose hire date is January 1st or later shall receive longevity pay in January.



POLICY STATEMENTS - B and C

1. It is agreed that the building principal, after conferring with other necessary persons within the building, will declare positions open and will have these positions posted.
2. It is agreed that teachers holding positions listed or referred to on B and C Schedules in order to maintain them on a continuous basis in subsequent years need not reapply for these positions provided that the assigned duties are performed satisfactorily and that no substantial evidence to the contrary is presented by the principal prior to May 1st. Should any teacher not wishing to hold his current B and C assignment in the following year, notification of same must be given to the building principal no later than May 1 of the current year.
3. The appropriate administrator has the responsibility to see that the assigned duties are performed satisfactorily.
4. A regular staff member, who meets the posted qualifications of the vacancy and is equal to non-staff applicants, shall be given preference over non-staff members.
5. Except for good causes (i.e., participation, available money, qualified teacher, etc.) all assignments of the B and C schedules will be filled.
6. Any changes whatsoever must be approved by the Assistant Superintendent/Employee Relations and President of PCEA.
7. Schedule "B"
  - a. Each position on Schedule "B" will be placed on a percentage level ranging from 3% - 11%.
  - b. The percentage figure will be that of the B.S. teacher's salary schedule (1-10 steps). Experience will be determined by the years of experience in subject area, not years of teaching, within this or other districts.
  - c. All longevity and vacation pay presently in contract would be deleted.
  - d. After the 10th year of experience in one area he/she would receive a additional \$50.00 per year up to 5 years.
8. NO person may hold the Head and Assistant positions in the same activity.
9. Guidelines for fixing position on the salary schedule shall include, but not be limited to the following:
  - a. Job description
  - b. Length of assignment
  - c. Vacation time involved
  - d. Equipment responsibility



- e. Students involved
- f. Scouting assignments
- g. Level of community participation/response
- h. Off season preparation
- i. Health and safety responsibility (training)
- j. Legal liability
- k. Time beyond contractual day
- l. Training or certification in area

10. The Board and Association agree that the various categories and positions for extra curricular activities may need to be updated and corrected. Therefore, the parties agree that a Joint Committee of not more than three (3) persons appointed by the Association and three (3) persons appointed by the administrator shall review all the categories and positions. Any recommended adjustment of Appendix B by the committee shall be made no later than April 1 of the school year prior to implementation.

11. In regards to riders for extra duty stipends, the following is understood:

All known rider assignments for extra curricular duties of a yearly nature, shall be distributed and determined by October 1 of the school year.

Such signed riders must be submitted to the Personnel Office no later than October 7.

Payment of such riders shall be by lump sum of any retroactive adjustment and the balance shall then appear as a regular prorated amount in paychecks for the balance of the year, beginning with the last pay in October.

It is our commitment to hold to these dates and deadlines barring any uncontrollable or unforeseen circumstances.



APPENDIX B

<u>Levels</u>	<u># of Staff</u>	<u>Levels</u>	<u># of Staff</u>
<u>(11%)</u>		<u>(6%)</u>	
Head Football Coach - C.E.P.	( 2)	Head Cross-Country Coach - C.E.P.	( 4)
Asst. Athletic Directors	( 2)	Head Golf Coach - C.E.P.	( 4)
		Head Tennis Coach - C.E.P.	( 4)
		Pom-Pons - C.E.P.	( 2)
		Marching Band - C.E.P.	( 1)
		Yearbook - C.E.P.	( 1)
<u>(10%)</u>			
Drama - C.E.P.	( 1)		
School Paper - C.E.P.	( 1)		
<u>(9%)</u>		<u>(5%)</u>	
Head Basketball Coach - C.E.P.	( 4)	Asst. Baseball Coach - C.E.P.	( 2)
Head Gymnastics Coach - C.E.P.	( 2)	Asst. Softball Coach - C.E.P.	( 2)
Head Swimming Coach - C.E.P.	( 4)	Asst. Track Coach - C.E.P.	( 6)
Head Volleyball Coach - C.E.P.	( 2)	Student Activity Director - M.S.	( 5)
Head Wrestling Coach - C.E.P.	( 2)	Audio Visual Director - M.S.	( 5)
Audio Visual Technician - C.E.P.	( 1)	Asst. Soccer Coach - C.E.P.	( 2)
		Freshman Baseball Coach - C.E.P.	( 2)
		Freshman Softball Coach - C.E.P.	( 2)
		Freshman Track Coach - C.E.P.	( 4)
<u>(8%)</u>		<u>(4%)</u>	
Head Baseball Coach - C.E.P.	( 2)	Asst. Drama - C.E.P.	( 1)
Head Soccer Coach - C.E.P.	( 4)	Asst. Newspaper - C.E.P.	( 1)
Head Softball Coach - C.E.P.	( 2)	Asst. Tennis Coach - C.E.P.	( 4)
Head Track Coach - C.E.P.	( 4)	Athletic Coordinator - M.S.	( 5)
		P.E. Coordinator - Elem.	( 1)
		Orchestra - C.E.P.	( 1)
		Cheerleaders - C.E.P.	( 2)
<u>(7%)</u>		<u>(3%)</u>	
Asst. Basketball Coach - C.E.P.	( 4)	Softball Coach - M.S.	(10)
Asst. Football Coach - C.E.P.	(10)	Basketball Coach - M.S.	(10)
Asst. Swimming Coach - C.E.P.	( 4)	Swimming Coach - M.S.	(10)
Asst. Volleyball Coach - C.E.P.	( 2)	Volleyball Coach - M.S.	(10)
Asst. Wrestling Coach - C.E.P.	( 2)	Track Coach - M.S.	(10)
Diving Coach - C.E.P.	( 4)	Vocal - M.S.	( 5)
Fall Trainer - C.E.P.	( 2)	Band - M.S.	( 5)
Winter/Spring Trainer - C.E.P.	( 2)	Orchestra - M.S.	( 1)
Freshman Basketball Coach - C.E.P.	( 4)	Drama - M.S.	( 5)
Freshman Football Coach - C.E.P.	( 4)	Yearbook - M.S.	( 5)
Instrumental Music - C.E.P.	( 1)	Asst. A-V Technician - C.E.P.	( 1)
Vocal Music - C.E.P.	( 1)		
Freshman Wrestling Coach - C.E.P.	( 2)		
Freshman Swimming Coach - C.E.P.	( 4)		
Forensics - C.E.P.	( 1)		
Debate - C.E.P.	( 1)		



### APPENDIX C

The middle school representative leaders in the areas of Math-Science, English-Social Studies-Language, Practical Arts and Sixth Grade will receive 5% of the B.A. base salary schedule, plus .005 for each teacher assigned to them over seven (7), plus six (6) full days of released time for department activities with the approval of the building principal.

The following list gives a multiplication factor in parentheses to be used on the per diem rate for a B.A. base teacher to determine the amount of pay for each job listed (Example: For 1985-86 per diem on B.A. base = \$17,806 divided by 186 = \$95.73, so for Bus Duty the pay for 1985-86 is (0.11) x (\$95.73) = \$10.53 per hour).

<u>ACTIVITY</u>	<u>COMPENSATION</u>
Dance/Mixer Chaperone	(0.24) per high school duty (0.17) per middle school evening duty (0.14) per middle school afternoon duty
Summer Camp Director	(4.00)
Summer Camp Assistant	(2.66)
Bus Duty (paid only for hours actually worked)	(0.11) per hour
Noon Duty	(0.09) per duty
Driver Education	(0.14) per hour in-class (0.13) per hour in-car

Certified teachers who teach high school credit courses in a continuing education program, including summer school and evening school, will use a multiplication factor of (0.14) per hour.

Teachers who are assigned to an extra class will receive 12% of their contract, to a maximum of a multiplication factor of (27.0).



APPENDIX D

1. All Counselors who perform work in excess of the regular school calendar and the normal teaching load as set forth in Article VI, Section B, will be paid at their per diem rate of pay. (Their base salary).
2. Social Workers who continued their employee-employer relationship with the Plymouth-Canton Community Schools as of September 1, 1976, shall continue to receive the stipends as listed - \$475, 575, 675.
3. School Psychologists who continued their employee-employer relationship with the Plymouth-Canton Community Schools as of September 1, 1976, shall continue to receive the stipends as listed - \$1,150, \$1,550, \$1,950.

Increases are based upon recommendations, experience levels and years of service.



APPENDIX E

EVALUATION PROCEDURE SCHEDULE

September	Scheduled pre-evaluation conference with all probationary teachers and those tenure teachers necessary to meet the three year evaluation requirement.
September thru November	Visitation of classroom, observation, and evaluation. Probationary and tenure teachers.
December 1	Midway progress evaluation conference.
December 15	The first written composite evaluation on all probationary teachers is due in the Personnel Office.
January thru February	Visitation of classroom, observation, and evaluation. Probationary and tenure teachers.
March 1	The second written composite evaluation and tenure recommendation on all probationary teachers is due in the Personnel Office.
March 15	Any unsatisfactory performance rating on tenure teachers is due in the Personnel Office.
May 15	Post-evaluation conference on tenure teachers.
June 1	Written summary evaluations on tenure teachers due for evaluation are to be submitted to the Personnel Office.



## APPENDIX F

### THE EVALUATION PROCESS

#### DEFINITION:

Evaluation is a process whereby staff members are apprised of the quality of their performance. It is most productive when it encourages self-improvement which leads to better instruction and better educated students.

#### DESCRIPTION OF EVALUATION FORMS:

The primary purpose of the evaluation forms is to encourage positive interaction between the supervisor and teacher to realize improvement. Whether the instrument and the process is productive depends upon the attitudes of the involved parties. To be most effective, it is assumed that the evaluation will occur in an atmosphere of sensitivity, understanding, support, candor and trust by both the evaluator and the person being evaluated.

The design of the forms is open-ended to accommodate the evaluation of all professional personnel whether they teach or provide supportive services. It allows flexibility in the mode, emphasis, and time spent on the process.

The characteristics listed on each form, though not all inclusive are used to stimulate constructive discussion regarding the staff member's professional competence. They are arranged in five categories to provide an organized approach to viewing the educator's professionalism. These categories are: Interpersonal Relations, Professional Responsibilities, Classroom Management, Instructional Process, and Personal Qualifications.

#### USE OF THE EVALUATION FORM:

The guidelines that follow are offered as a stimulus and should not limit the possibilities for utilizing the instrument.

##### 1. Initial Evaluation Conference

This part of the process offers participants an opportunity to clarify and understand each other's perception of professional expectations, responsibilities, role, frustrations, and stress.

The left side of the evaluation form is to be completed by the teacher prior to or during the pre-conference.

It is a time to establish goals and objectives, immediate and distant, general and specific.

Finally, the basis for the evaluation should be discussed, e.g., will it be an observation of a teaching period, or some other situation? How often will the contacts be? What will be the focus?



2. Evaluation Notes (Including Conference Notes) and Recommendation for Improvement

In this section, the evaluator states his/her perceptions of the teacher's performance in each of the major categories: Interpersonal Relations, Professional Responsibilities, Classroom Management, Instructional Process and Personal Qualifications.

3. Evaluation Summary

The evaluator's summary should provide the teacher with an overall qualitative statement of his/her professional effectiveness and competence. Suggestions and/or plans for improvement that have been cooperatively developed may be included in the summary.

TEACHER RESPONSE:

Teachers are encouraged to comment on the evaluation, the evaluation process, and/or the evaluation outcome.

TENURE:

The evaluator will make a recommendation to the Assistant Superintendent for Employee Relations regarding the probationary or tenure status of the professional staff member.

THE PRE-EVALUATION CONFERENCE

WHAT IT IS

The pre-evaluation conference is defined as a scheduled meeting between the administrator and teacher to review certain performance standards. This conference is an opportunity to clarify the conditions under which the standards are to be achieved, the help that is available for achieving them, and the methods that will be used in establishing if the standards have been reached (Thomas, 1979).

WHEN SHOULD IT  
BE CONDUCTED

It is best to schedule pre-evaluation conferences as early as possible in the school year. These conferences can be held each semester and then immediately followed up by an evaluation during the same semester. As an alternative the pre-evaluation conferences can be held at the beginning of the school year and followed sometime during the school year by an observation/evaluation.

WHAT SHOULD BE  
THE OUTCOME

Several outcomes should be achieved as a result of the pre-evaluation conferences, these might include: (1) a clear and concise statement of what is to be the expected standard of performance; (2) a clarification of mutual expectancies, help to be provided, and how these performances/expectancies will be validated; (3) a summary of the agreement; (4) an acknowledgement that a cooperative atmosphere is important to both parties; (5)



to be able to establish and emphasize certain goals with reasonable timelines; finally, (6) an opportunity to have a personal contact with a staff member.

LENGTH OF  
MEETING

Twenty minutes to an hour.

SPECIAL  
CONSIDERATIONS

FOR PERSON BEING EVALUATED

If there is something you want the evaluator to respond to, then be sure to make a copy available to them in advance of the pre-evaluation conference. If a job description is part of the review, then focus on predetermined areas in order that the evaluatee can make preparations to discuss the items thoroughly.

BOTH

Review last year's progress and refocus on new goals or continue to strengthen areas which were addressed the previous year.

EVALUATOR

Send reminders to the evaluatee offering assistance or encouragement towards stated goal.



ADDENDUM A

GRIEVANCE REPORT FORM

Grievance No. \_\_\_\_, Plymouth-Canton Community Schools

GRIEVANCE REPORT

- A. If beginning at Step Two, submit two (2) copies to principal for signature, one (1) copy remaining with principal, the other with the Association's Grievance Committee.
- B. If beginning at Step Three, submit two (2) copies to Superintendent for signature, one (1) copy remains with Superintendent, the other with the Association's Grievance Committee.

---

Building	Assignment	Name of Grievant
<hr/>		

STEP ONE - Association Grievance Committee

A. Date Cause of Grievance Occurred: \_\_\_\_\_ Date Filed: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant      Chairperson of Association      Grievance Committee

Date \_\_\_\_\_



STEP TWO - Building Principal

A. Date Filed with Principal: \_\_\_\_\_

B. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal      Date

C. Position of Grievant and/or Association regarding disposition:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant      Chairperson of Association Grievance Committee  
Date \_\_\_\_\_

STEP THREE - Superintendent, or his/her designee

A. Date received by the Superintendent, or his/her designee: \_\_\_\_\_

B. Disposition of Superintendent, or his/her designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent, or  
his designee,      Date \_\_\_\_\_

C. Position of Grievant and/or Association regarding disposition:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant      Chairperson of Association Grievance Committee  
Date \_\_\_\_\_

NOTE: If additional space is needed in reporting Section B, 1 and 2 of Step 1, attach additional sheets.



STEP FOUR - Board of Education

A. Date Received by Board of Education or designee: \_\_\_\_\_

B. Disposition by Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association regarding disposition:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Chairperson of Association Grievance Committee  
Date \_\_\_\_\_

STEP FIVE - Binding Arbitration

A. Date Submitted: \_\_\_\_\_

B. Name of Arbitrator: \_\_\_\_\_

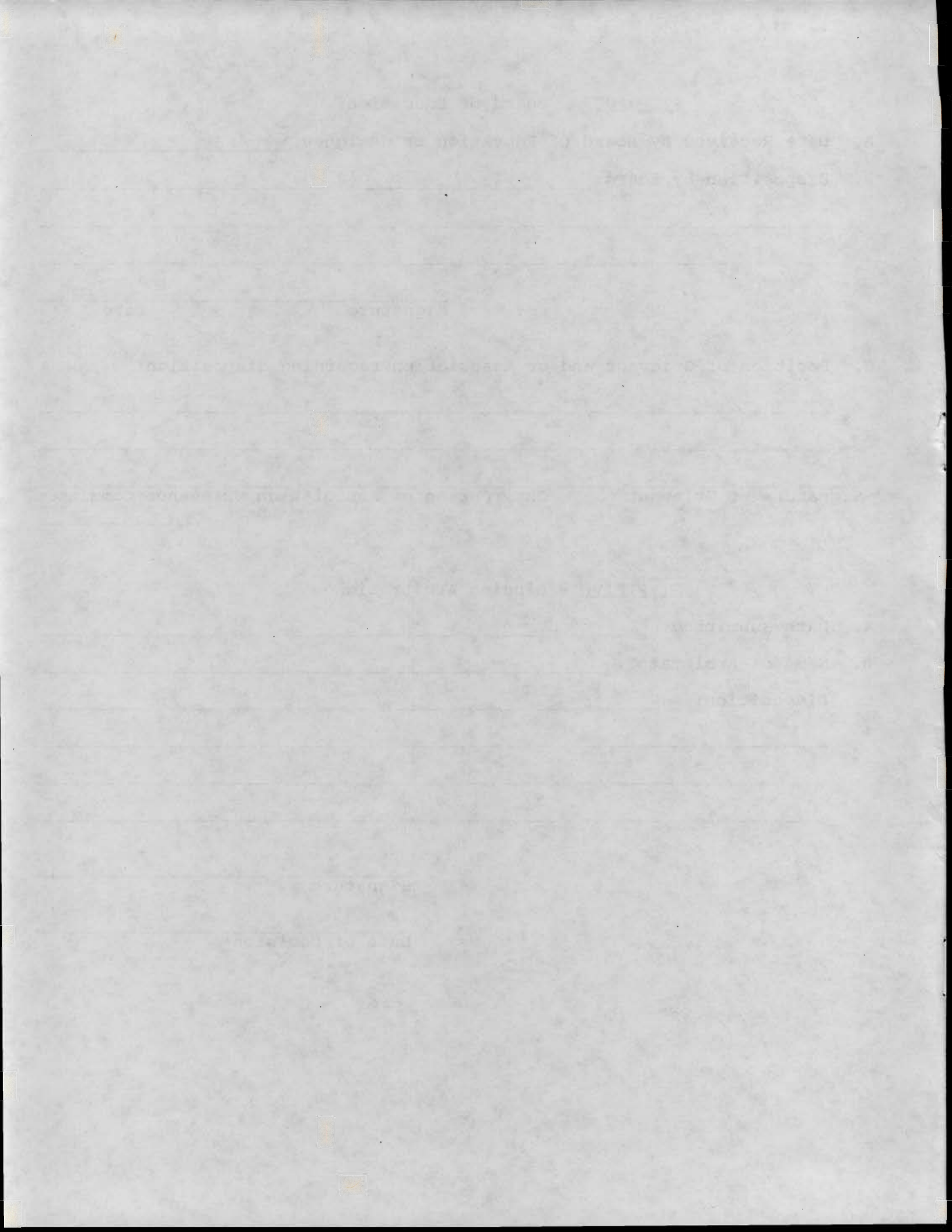
C. Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date of Decision







PLYMOUTH-CANTON COMMUNITY SCHOOLS  
SCHOOL YEAR CALENDAR  
1989-90

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	STUDENT MEMBER- SHIP DAYS	ELEMENTARY PROF. DAYS	SECONDARY PROF. DAYS
AUGUST																																											3.0	1.5	1.5
SEPTEMBER					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22			25	26	27	28	29										20.0		
OCTOBER		2	3	4	5	6		9	10	11	12	13			16	17	18	19	20			23	24	25	26	27			30	31													22.0		
NOVEMBER				1	2	3		6	7	8	9	10			13	14	15	16	17			20	21	22	23	24			27	28	29	30											18.0		
DECEMBER					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22			25	26	27	28	29										16.0		
JANUARY		1	2	3	4	5		8	9	10	11	12			15	16	17	18	19			22	23	24	25	26			29	30	31												18.0		
FEBRUARY					1	2		5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30										17.0		
MARCH				1	2			5	6	7	8	9			12	13	14	15	16			19	20	21	22	23			26	27	28	29	30										20.0		
APRIL		2	3	4	5	6		9	10	11	12	13			16	17	18	19	20			23	24	25	26	27			30														15.0		
MAY			1	2	3	4		7	8	9	10	11			14	15	16	17	18			21	22	23	24	25			28	29	30	31											22.0		
JUNE					1			4	5	6	7	8			11	12	13	14	15			18	19	20	21	22			25	26	27	28	29										10.0	1.5	1.5

----- STUDENT ATTENDANCE DAYS  
ST/PD STUDENTS A.M./PROFESSIONAL P.M.  
PD PROFESSIONAL STAFF DEVELOPMENT DAY

EC/SC ELEMENTARY/SECONDARY PARENT CONFERENCES  
SR SECONDARY STUDENT RECORD DAY  
VACATION/HOLIDAY/WEEKEND

/////MARKING PERIOD BEGINS

184.0 5.0 5.0



