

AGREEMENT 2020

WORKING AGREEMENT FOR ADMINISTRATIVE STAFF

JULY 1, 2010 - JUNE 30, 2013

KENTWOOD PUBLIC SCHOOLS
5820 EASTERN AVENUE SE
KENTWOOD, MICHIGAN 49508

Kentwood Public Schools
5820 Eastern Avenue SE
Kentwood, Michigan 49508

AGREEMENT 2020

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Conditions of Employment

July 1, 2010 – June 30, 2013

A. Recognition

All administrative positions presently identified in Section G. will be covered by this policy.

B. Prior to changes being implemented to this policy, representatives of Administrative Council will meet with the Superintendent to review changes.

C. Education and Experience

1. The beginning classification on the administrative salary schedule requires a State of Michigan Administrative Certification as described in the school code.
2. The Board agrees to pay the fee for renewal of the administrative certificate.
3. An administrator may be allowed up to five years of administrative experience on the salary range.
4. Individual contracts may be offered for multiple years in accordance with school code and at the discretion of the Superintendent of Schools.

D. Fringe Benefits and Leave Privileges

1. Administrative employees shall receive leave privileges and fringe benefits at least equal to those provided for the certified bargaining unit employees unless otherwise guaranteed through individual administrator contracts and/or Agreement 2020.
2. Each administrator shall be allowed sick leave with unlimited accumulation except for the provisions of D.10. (Severance) as follows:

<u>Contracted Weeks</u>	<u>Days Per Year</u>
42	14
44	14.5
52	15.5

3. Each administrator shall be entitled to additional remuneration for services performed in the form of a tax sheltered annuity equal to 5% of the administrator's base contract wages (excluding extra work weeks and advanced degree amounts). The remuneration for services performed shall be contributed to a deferred compensation plan under Section 403 (b) of the Internal Revenue Code. Because the administrator does not have the option to receive the tax sheltered annuity contribution in cash, it is intended that the payment to the tax-deferred annuity be treated as a non-elective contribution that does not reduce the amount the administrator may contribute to the tax-deferred annuity on a salary reduction basis.

4. The Board of Education agrees to reduce each administrator's salary by an amount recommended to the Board by the administrators and purchase specific programs through the program of the administrator's choice.
5. The Board shall provide without cost to each of the full time administrative council members one of the following Priority Health options for a full twelve (12) month period for the administrative council members and his/her entire family.
 - a. See Appendix A
6. Additional term life insurance equivalent to two times the annual salary.
7. Travel Expenses IRS reimbursement rate
8. Association dues shall be paid annually, upon request, by the Board for each administrator for one state and one national association.
9. Each administrator may opt to have a health examination at least once every 36 months, or sooner as determined by the Superintendent. The Board shall pay full cost of the examination not covered by insurance.

The amount of the benefit for each examination for which benefits are provided under this coverage shall be the reasonable and customary charge for the examination, exclusive of any portion of such charge, and of any separate charge, made for medication or treatment prescribed in connection with or as a result of such examination.

Exclusions

No benefit shall be payable under this coverage for a charge:

- a. for any medical care or treatment received in connection with an injury, disease or pregnancy;
- b. for an examination received by an individual before becoming insured hereunder, or after his insurance hereunder was discontinued;
- c. for any examination furnished by or through any government or any subdivision of agency thereof, or the charge for which is paid or payable or reimbursable by or through any plan or program of any government or any subdivision or agency, thereof;
- d. which would not have been made, in the absence of insurance, or which none of the individuals insured under this policy legally obligated to pay.

10. Severance

- a. Under the severance of an administrator who has worked five (5) years or more with Kentwood Public Schools, the administrator shall be compensated for any unused accumulated sick leave at the following rates:

Rate 1 – applies to administrators with 25-99 leave days
Rate 2 – applies to administrators with 100-249 leave days
Rate 3 – applies to administrators with 250 or more leave days

For administrators employed after 1/1/95, the accumulation of leave days for severance calculation is capped at a maximum accumulation of 200 days.

Rate 1	Rate 2	Rate 3
\$35/day	\$50/day	\$70/day

- b. To qualify for the severance compensation described above, the employee must give written notification to the Human Resources Office by April 1 of his/her intent to resign at the end of that school year. In unusual circumstances an exception may be mutually agreed to which could allow this requirement to be waived by the Superintendent.

Once the resignation has been accepted by the Board, the administrator may not withdraw his/her resignation.

- c. At the option of the employee, payment for the above described severance benefits can be made in a lump sum upon severance or received as deferred annual payments over a period of time not exceeding 36 months from date of severance.

Upon the death of an administrator, the spouse/beneficiary will be paid at the appropriate rate set forth above (10.a.) for each unused sick leave day accumulated regardless of the administrator's eligibility under the Michigan Public School Employees Retirement Act as years of service.

11. Flexible Benefits Plan

The Board shall establish and maintain a cafeteria plan under Section 125 of the Internal Revenue Code. The cafeteria plan shall permit an employee who elects not to receive Board provided health insurance coverage to receive, in lieu of health insurance coverage, additional compensation in an amount described in this agreement. The additional compensation shall be subject to all required tax withholdings. The Board may revise the cafeteria plan, as necessary, to comply with the requirements of the Internal Revenue Code.

12. Vacation

Full year employees (52 weeks) shall have 20 days of paid vacation per year. School year employees requiring time off during scheduled work weeks must have supervisor approval via a change-of status rescheduling their work year.

E. Reduction in Force Due to Economic Necessity

1. In the event of the economic necessity for a reduction of administrative force the procedures shall be as follows:

- a. Notification in accordance with PA 451 Section 380-247 as amended 12/79.
- b. Administrators on one-year contracts shall be considered for non-renewal of contracts at the discretion of the Superintendent of Schools with approval of the Board. First consideration for reassignment and transfer shall be given to any administrator affected by this action.
- c. Administrators on multiple year contracts shall be considered for renewal contracts at the discretion of the Superintendent of Schools with approval of the Board.

2. Seniority, Layoff and Recall

Seniority shall be defined as the length of time an administrator has been employed at Kentwood Public Schools in an administrative position. In the event of a reduction in administrative force, layoff and recall will be according to the following procedures:

a. Layoff Criteria:

Qualifications; certification if required; seniority as an administrator; seniority in the Kentwood Public Schools.

b. Recall of Personnel:

- 1) The administrator with the most seniority that is on layoff will be recalled first if he/she is qualified and certified for the vacancy. Notice of recall shall be by certified mail.
- 2) Recall list shall be maintained in Human Resource Office.
- 3) Failure to accept the position within twenty (20) work days after receipt of certified letter offering employment shall result in removal from seniority recall list. If a recall letter is undeliverable by the U.S. Post Office, the Board will not be obligated to hold the position available for more than fifteen (15) work days. Every attempt will be made to contact the laid-off administrator at the address and phone number he/she has made available to the Human Resource Office.

c. A concerted attempt shall be made to provide administrators holding valid teaching certificates seniority for teaching positions from date of first employment in Kentwood Public Schools.

- d. In the event an administrator is laid-off and does not qualify under section 10.a. (severance) and is not reassigned to either an administrative or teaching position, shall receive a separation benefit as follows;

Based on 85% of current salary the administrator shall receive 50% of his/her daily rate times the number of accumulated sick leave days with a maximum of \$5,000.

Said administrator who refuses reassignment to either an administrative or teaching position is not eligible for this benefit.

F. Salary

1. Compensation for additional weeks worked shall be paid on a pro rata basis of the administrator's normal daily rate.
2. A maximum of 52 weeks of work per fiscal year shall be allowed through mutual agreement between the Superintendent of Schools and said administrators.
3. Compensation for advanced degrees shall be as follows:

Compensation

MA+30 - \$1,000

Specialist / Doctorate - \$1,500

