

**AGREEMENT BETWEEN**

**PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION**

**AND**

**PINCKNEY COMMUNITY SCHOOLS ADMINISTRATORS**

**EFFECTIVE: JUNE 29, 2011, THROUGH JUNE 30, 2013**

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## **PREAMBLE**

After consultation with members of its administrative staff, the Board of Education of the Pinckney Community Schools hereby formulates and enacts this Agreement for Pinckney Community Schools Administrators to govern the compensation and conditions of employment of its administrative staff for the period June 29, 2011 through June 30, 2013.

### **SECTION 1: RECOGNITION**

- 1.01 The positions covered by this Agreement shall include those administrative positions listed in Section 4.01.
- 1.02 The term Administrator as used hereinafter in this Agreement shall refer collectively to employees in the positions specified in Section 1.01.

### **SECTION 2: CONTRACTS OF EMPLOYMENT**

- 2.01 Each Administrator shall be issued a written contract of employment which shall incorporate all the terms of this Agreement regarding the position to be performed.
- 2.02 At the option of the Board of Education, an Administrator may be issued a one or two-year term contract upon initial employment and/or the second year of employment. Commencing with the third consecutive year of employment and thereafter an Administrator shall be issued a two-year term contract which shall be extended annually at the end of the first year for an additional one year period unless the Board of Education shall notify the Administrator in writing prior to March 31 that it is considering not to extend the term of the contract beyond its existing expiration date.
- 2.03 Pursuant to Section 1229 of the revised School Code, the Board of Education may decide not to renew an Administrator's written contract of employment after giving written notice to the Administrator at least ninety (90) days prior to the existing expiration date that it is considering non-renewal, with the reasons therefore and giving the Administrator an opportunity to meet with not less than a majority of the Board of Education to discuss those reasons before sixty (60) days prior to the existing expiration date. The action of non-renewal and notice in writing thereof to the Administrator must take place at least sixty (60) days prior to the existing expiration date. Should this procedure not be followed the Administrator shall be issued a written contract for one year beyond the existing expiration date.
- 2.04 Each written contract of employment issued shall contain a provision expressly denying tenure in any administrative capacity.

- 2.05 Each written contract of employment issued shall contain a provision which shall permit the immediate termination of the employment of the Administrator during its term for just cause. In such cases the Administrator shall be notified in writing of the charges and be given an opportunity to respond to the charges before the Board of Education prior to an action of termination.
- 2.06 Each written contract of employment issued shall contain a provision permitting the suspension of the contract in case of a layoff of the Administrator pursuant to the layoff procedure of this Agreement.
- 2.07 Each written contract of employment issued shall contain a provision which shall provide for retention of the Administrator in a teaching position in the school district upon his/her non-renewal or layoff as an Administrator, subject to his/her certification, qualifications and tenure status as a classroom teacher and with his/her seniority rights, if any, in the teacher bargaining unit as provided by the terms of the Master Agreement governing that bargaining unit, subject to his/her professional fitness to continue employment in a classroom teaching position.
- 2.08 Any bumping within the bargaining unit will be confined only to positions defined within the scope of Section 1.01 of this Agreement and any Central Office Administrator employed as of June 30, 2005 should their Central Office position be eliminated.

### **SECTION 3: LAYOFF PROCEDURE**

- 3.01 An Administrator may be laid off from his/her position upon written notice from the Board of Education at least sixty (60) days prior to the end of the first semester if effective at mid-term of the Administrator's contract year or by May 1 of the end of the year if effective for the beginning of the Administrator's next contract year.
- 3.02 When the Board of Education determines that a reduction in its administrative staff is necessary, the Board of Education shall first select those administrative positions to be eliminated. Administrators who are displaced because of the elimination of those positions shall be retained in a position in their current job classification occupied by the least senior administrator. The least senior administrator displaced above shall displace the least senior administrator in the next lower job classification in the unit provided the administrator is certified and qualified for the position and has greater administrative seniority. In such cases the Administrator being displaced shall have the same right of retention in a position in a lower job classification than the one from which the Administrator was displaced. Those Administrators finally determined as displaced without retention rights in any other position shall be laid off. Those Administrators assuming a lower salaried position pursuant to this procedure shall retain the salary of the position previously held for a maximum period of one year. Thereafter, the Administrators shall assume the salaries of the positions in which they are retained.

- 3.03 An Administrator laid off by the Board of Education shall have the right to reinstatement and placement in the position previously held when it is reinstated provided the Administrator is certified and qualified for the position. Said right of placement or reinstatement shall be in effect for three (3) years from the date of layoff and shall cease thereafter. Reinstatement of administrative employment shall be in inverse order of layoff.

The Board shall serve written notice of recall from layoff by sending a registered or certified letter to said Administrator at his/her last known address. It shall be the responsibility of each Administrator to notify the Board of any change in address. The Administrator's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the Administrator. If an Administrator fails to report to work within twenty (20) calendar days of the date of the sending of the recall notice, unless an extension is granted in writing by the Board, said Administrator shall be considered as a voluntary quit and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

- 3.04 Administrators shall acquire seniority in their administrative capacities on a cumulative basis for all service time as an Administrator in the school district from their most recent dates of hire, excluding time on leaves of absence.

**SECTION 4: COMPENSATION AND BENEFITS**

4.01 Salary Schedule

STEP NUMBER	2011/12 and 2012/13
1	\$66,970
2	\$69,764
3	\$72,563
4	\$76,108
5	\$80,763
6	\$85,915
7	\$90,261
8	\$96,185
9	\$98,230
10	\$102,936

The base salary for the 2011/12 and 2012/13 school years shall be the same base salary as the 2010/11 school year no wage increases or step advancement will occur during the life of this contract).

STEP DESCRIPTIONS	JOB CLASSIFICATION	CONTRACT DAYS PAID
Step 1-4	Assistant. M.S. Principal	210
Step 2-7	Director of Athletics/Community Education	260
Step 3-6	Assistant H. S. Principal	215
Step 4-7	Elementary Principal	210
Step 5-8	Middle School Principal	215
Step 6-10	High School Principal	225

Should an Administrator not be granted an extension year to his/her existing two-year contract due to evaluation of his/her performance, the salary of that Administrator shall be frozen for the remaining term of his/her contract and he/she will not be advanced in step nor receive any increase in the salary rate of his/her current step. Should the Administrator later receive an extension year to his/her existing contract, that Administrator shall then be advanced in step and receive the higher salary rate for the remainder of the frozen year.

The Pathfinder Assistant Principal position shall receive a stipend of \$2,400 annually for additional responsibilities associated with supervision and middle school athletics.

- 4.02 Administrative certification fees required by the State Board of Education shall be paid by the Board.
- 4.03 Each Administrator shall be provided membership dues to one national and one state professional organization (with approval of the Superintendent) at Board's expense. The District will not pay membership dues for any national association memberships during the life of this contract.
- 4.04 Work schedule if less than twelve-month position: Elementary Principals shall work 210 days per school year. The Middle School Principal and Assistant High School Principals shall work 215 days per school year. The Director of Athletics shall work 220 days per school year.

The High School Principal shall work 225 days per school year. Should the July 4 holiday fall within the Administrator's work year, said Administrator shall be paid for that day, and it will be counted as a workday.

The Middle School Assistant Principal shall work 210 days per school year. An additional five days may be granted at the request of the building principal with the approval of the Superintendent. If such approval is granted, the salary will be on a per-diem basis within the salary structure of the existing contract year for that position.

Should a special event/occasion occur that necessitates more time off beyond the 5 Personal Business Days allocated to the Administrator, the Administrator may request flexibility to adjust their work year, subject to approval of the Superintendent.

4.05 Twelve-month Administrators shall receive:

Vacation time of 1- $\frac{3}{4}$  days per month worked, the unused portion of which is subject to maximum accumulation to thirty (30) days, to be taken at such time as approved by the Superintendent of Schools. At termination, an Administrator shall be paid for all unused accumulated vacation days up to the thirty (30) day maximum at the Administrator's daily rate of pay. A minimum of 75% of annually accrued vacation days (16) must be taken within any given school year (July 1 to June 30). Any unused days of these 16 shall be forfeited and cannot be accumulated. All 21 accrued vacation days must be taken after the maximum 30 days unused vacation has accumulated or such days will be forfeited by the Administrator.

Paid legal holidays are July 4, Labor Day, Thanksgiving and Friday after Thanksgiving, Christmas Eve, Christmas Day and day after, New Year's Eve and New Year's Day, Good Friday, and Memorial Day.

- 4.06 Any mileage reimbursement beyond the 20-mile radius of the work site will be made at the then-current IRS rate. Mileage payments will be on a semi-annual basis with the first payment being made on the last pay period in December and the second payment being made on the last pay period in June.
- 4.07 Upon approval by the Superintendent of a request by an Administrator for attendance at a seminar, conference and/or workshop or for enrollment in a course or program of advanced degree work directly applicable to the administration of the Pinckney Community Schools, the Administrator will be reimbursed the cost of tuition, registration fees and/or books, and materials required.
- 4.08 An Administrator will be paid an additional \$750 annually upon written verification that he/she has earned a Master's Degree, \$1,500 annually upon written verification that he/she has earned an Education Specialist's Degree or \$2,500 annually upon written verification that he/she has earned a Doctorate Degree. To receive the full additional stipend, the degree must be earned prior to January 1 of that particular contract year.
- 4.09 Administrators will receive paid leave days (illness or business) of fifteen (15) illness days per year and five (5) business days per year. All unused leave days (illness and business) will be accumulated leave from year to year up to a maximum of one hundred (100) days. Administrators shall be paid fifty dollars (\$50) per day for all days over 100 at the end of the school year.

At termination as an Administrator with at least ten (10) years of administrative experience in the Pinckney Community Schools, the Administrator shall be paid for all unused accumulated leave days up to the forty (40) day maximum at the Administrator's daily rate of pay.



An Administrator with at least ten (10) years of administrative experience in the Pinckney Community Schools who retires under the MPERS system, with at least fifty (50) days of accumulated leave time, will be paid an additional ten (10) days at their per diem rate upon termination.

At termination an Administrator with less than ten (10) years of administrative experience in the Pinckney Community Schools, shall be paid for all unused accumulated leave days up to the forty (40) day maximum at fifty (\$50) dollars per day.

These leave payments shall be paid only to employees who retire, voluntarily resign or upon the death of the employee.

#### 4.10 Insurance

A. Effective August 1, 2011, the benefit structure for those employees entitled to fringe benefits shall be as described below:

##### 1. **Plan A**

The Board will pay the premium for the MiEHIP insurance program (Office Visit \$15, Deductible \$250/\$500, Rx co-pay \$10/\$40 2x MOPD) less a \$3,420 annual premium contribution by the employee for 2011/12, which shall be payroll deducted on a pre-tax basis pursuant to the District's Section 125 Plan. Whatever the health insurance increase is effective July 1, 2012 will be split between the Board and the employee (e.g. if insurance premiums increase 5%, both parties pay 2.5% and the employee's share is added to the \$3,420 premium contribution).

Long Term Disability - 60%; \$3,000 maximum; 60 calendar days/modified fill; freeze on offset; alcohol/drug addiction (2 year limit); mental/nervous (2 year limit).

Dental  
(75-75-50: \$1,000)

Negotiated Term Life  
(\$100,000 with AD and D)

Vision - VSP-2 equivalent

2. **Plan B** (For employees not electing health insurance)

Dental

(75-75-50: \$1,000)

Vision - VSP-2 equivalent

Negotiated Term Life

(\$100,000 with AD and D)

Long Term Disability

(As described in Plan A above)

Cash Stipend

Employees electing Plan B will receive a cash stipend of \$853 in lieu of Plan A benefits.

Said insurance terminates at the end of the month of the effective date of subscriber's leaving the district, while on unpaid leaves of absence, or termination of employment. Health insurance and other fringe benefits will not cease while the employee is absent due to long-term illness for the duration of his/her contract. All recourse shall be between the subscriber and the carrier.

- B. It is the responsibility of all Administrators to make written application and sign the appropriate insurance forms for the insurance coverage provided in this Agreement. The Board shall not be responsible for nor incur any liability for an Administrator's failure to make proper application.
- C. Coverage shall be subject to the rules and regulations of the carrier.
- D. Those Administrators electing Plan B shall receive cash pursuant to a Section 125 cafeteria plan. Equal cash payments shall be made beginning in September and ending in August. Administrators may elect to direct this cash into a tax-deferred annuity in accordance with district guidelines.
- E. This section may be reopened at the request of the Board/Administration if the insurance rates become disproportionate with those of other major carriers.
- F. The Employer will make payment of the total cost of premiums for a Section 125 cafeteria plan which will include medical reimbursement and dependent care options. Administrator may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 Plan.

G. The Board will be the policyholder for all insurance programs.

- 4.11 The Board of Education shall make a payment of thirty-five dollars (\$35) each month for each Administrator which the Administrator may use toward the purchase of additional insurance coverage and/or into a tax sheltered account made available by the respective carriers and/or school district subject to limitations and/or restrictions established by them.
- 4.12 Should an Administrator be sued or become involved in litigation as a defendant or respondent as a result of his/her actions as an Administrator of the school district in their performance of his/her duties which are within the scope and course of his/her employment and not contrary to policy or directives from his/her supervisors, the Board of Education shall provide legal counsel and representation to the Administrator. The Board of Education shall provide the Administrator with a professional liability insurance coverage in the amount of at least one million dollars.
- 4.13 An Administrator's presence is not expected at the work site on days when classes are cancelled due to inclement weather conditions unless the administrator's position requires their involvement with school closing procedures.

## **SECTION 5: LEAVES OF ABSENCE**

- 5.01 Leaves of absence may be granted to Administrators for the following purposes:
- (1) Health
  - (2) Childbearing/childcaring
  - (3) Educational
- 5.02 Health leaves without pay will be granted for illness, accident, or upon medical or psychiatric advice generally for up to one (1) year, but by written Administrator application and counsel from a doctor of mutual consent the Board may extend such a leave of absence.
- 5.03 Childbearing/Childcaring Leave: A leave of absence for the purpose of bearing and caring for the infant child shall be granted upon applicant request for up to one school year, and further may be extended upon applicant request and Employer approval. The school year (defined as the first day of school through the last day of school) in which the child is born is considered the year in which the initial childbearing/childcaring request shall be granted. The year following the childbearing year is at the complete discretion of the Board.

A leave of absence request for the purposes of childbearing/childcaring made for the school year following the summer birth of a child (when school is not in session) shall be considered the initial childbearing/childcaring request and granted by the Board.

The Administrator desiring a childbearing/childcaring leave shall request the leave in writing and forward same to the Superintendent's office. The request shall specify the date the leave is desired to commence.

- 5.04 The commencement and termination dates of a leave of absence shall be established by the Employer in consultation with the Administrator. It is agreed between the parties that natural breaks in the school calendar will be considered in determining the commencement and termination of the leave.
- 5.05 An Administrator on an approved leave may indicate readiness to return at any time prior to conclusion of the leave. Reinstatement shall occur no later than the scheduled conclusion of the leave. Failure to indicate readiness to return prior to conclusion of the leave, and to return on the leave's scheduled termination date, shall constitute resignation from employment in the district.
- 5.06 All leaves granted by the Employer for the aforementioned reasons shall be without pay or fringe benefits.
- 5.07 Should an individual Administrator, granted a leave under the terms and conditions of this Section, accept employment and/or be employed in a full or part-time position in another school district or educational institution then said Administrator's leave shall be terminated immediately and shall be considered to have resigned from the Pinckney Community School District, and shall have severed all employment and/or contractual relationships said Administrator may have enjoyed with the Pinckney Community School District. This Section shall not apply to individuals granted leaves for the purpose of educational improvement where employment in another school district or educational institution may be mandated.
- 5.08 Any Administrator granted a leave under this Section shall, upon return from the approved leave, be assigned to a position for which he/she is certified and qualified. Seniority and wage increments shall not accrue during a leave of absence.

## SECTION 6: MISCELLANEOUS

- 6.01 An Administrator shall annually receive a longevity increment in recognition of contract administrative and teaching experience within the Pinckney Community Schools in accordance with the following schedule:

After Three (3) Years	\$1,000
After Six (6) Years	\$2,000
After Nine (9) Years	\$3,000
After Twelve (12) Years	\$4,000

This shall be paid as additional salary. Said increments shall be prorated for less than a full year's employment. An Administrator's signature on his/her annual contract salary statement shall constitute confirmation that his/her salary including longevity is correct.

- 6.02 Payroll deductions, upon request, shall be made for deposit to district approved financial institutions. Administrators utilizing payroll deductions and later electing to cancel their participation shall be prohibited from reapplying for payroll deductions until the commencement of the following school year.
- 6.03 Upon authorization of the Administrator and subject to those terms and conditions imposed by the insurance carrier, the Board agrees to make payroll deductions for Tax Deferred Annuities and MPSEERS deductions subject to applicable law and regulations and upon the employee submitting a properly executed salary reduction agreement.
- 6.04 Any Administrator who is absent from duty because of an injury or illness compensable under the Michigan Workers' Compensation Act shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary until the accumulated sick leave equivalent (prorated) is exhausted, except that in no case shall the staff member be compensated more than he/she would have received in net earnings had he/she worked during such period.
- 6.05 Because of a death in an Administrator's immediate family, up to five (5) school days of absence will be granted without loss of pay or sick days. Immediate family constitutes mother, father, spouse, brother, sister, child, mother-in-law, father-in-law and any relative or dependent living in the home. This time is to be used to attend services and to settle the affairs of the deceased.

- 6.06 An Administrator called for jury duty will be paid by the Board of Education the difference between the Administrator's salary and jury duty pay for up to a maximum of sixty (60) days per school year. Within the limits prescribed above, said absence shall not be chargeable against accumulation.
- 6.07 Administrators shall be evaluated every three (3) years providing they continue to perform at a satisfactory level. New Administrators will be evaluated each of the first two years of their employment in their new position prior to being placed on the three year cycle. The evaluation instrument shall be determined by the District with input from the Administrators.
- 6.08 An emergency manager appointed by the State pursuant to MCL 141-1501 – 141.1531 is allowed to reject, modify, or terminate the collective bargaining agreement provided under the law.

**SECTION 7: SIGNATURE OF MUTUAL INTENT AND BINDING AGREEMENT**

- 7.01 It is the intent of the parties that the provisions of this Agreement will supersede all prior contracts, agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted hereunder or otherwise.
- 7.02 This Agreement shall govern the terms of any individual contract of employment issued to any Administrator covered by the terms of this Agreement.
- 7.03 This Agreement shall become effective June 29, 2011, and remain in full force and effect until June 30, 2013, or until a successor agreement is reached.

Anne Glone  
Board President

6/29/11  
Date

Margaret Eble  
Board Secretary

6/29/11  
Date

Jane R. Day  
Administrative Representative

6-29-11  
Date

Jane L. McK  
Administrative Representative

6-29-11  
Date

