

**AGREEMENT BETWEEN**

**PINCKNEY COMMUNITY SCHOOLS BOARD OF EDUCATION**

**AND**

**PINCKNEY COMMUNITY SCHOOLS ADMINISTRATORS**

**EFFECTIVE: JANUARY 1, 2019 TO DECEMBER 31, 2019**

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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 January 1, 2019 through December 31, 2019.

### **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.

### **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**

The salary schedule will be as follows:

STEP NUMBER	2018-19
1	\$63,956
2	\$66,625
3	\$69,991
4	\$73,410
5	\$77,900
6	\$82,869
7	\$87,061
8	\$92,776
9	\$94,748
10	\$99,287

Employees not at top step will advance a half-step effective second semester (1/21/19). Future step advancement will be negotiated between the parties. Employees at the top step for their position will receive an off-schedule payment of \$750, spread-out in the pays from January 25, 2019 through June 2019.

STEP DESCRIPTIONS	JOB CLASSIFICATION	CONTRACT DAYS PAID
Step 1-4	Assistant. M.S. Principal	210
Step 3-6	Assistant H. S. Principal	215
Step 4-7	Elementary Principal	210
Step 5-8	Middle School Principal	215
Step 6-8	Director Of Secondary Education/CTI/CTE	220
Step 6-10	Director Of High School Instruction/New Tech High School Principal	220

The position of Director of Secondary Education/CTI/CTE will be added to the job classification chart in section 4.01 with a step description of steps 6-8. The current Director of Education/CTI/CTE will be placed at step 8 for the 2019-20 school year. If the Education/CTI/CTE assists the district in securing additional revenue to the CTI/CTE programs by June 30, 2019 of at least \$10,000, then the position will receive merit/performance-based compensation equivalent to the step 10 base salary level for the 2019-20 school year.

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.

Administrators deemed Ineffective or Minimally Effective on their annual evaluation shall not advance steps or receive any salary increase until deemed Effective or Highly Effective on their next evaluation (mid-year or annual). Once deemed Effective or Highly Effective they will then advance from that point forward to whatever step increase or salary increase is in effect for the remainder of that fiscal year, if any. Administrators deemed Highly Effective or Effective on their year-end performance evaluation shall qualify for merit pay of \$200.

- 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 State professional organization (with approval of the Superintendent) at the board's expense up to \$400 per year.
- 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 High School Principal shall work 220 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 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.
- 4.06 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.
- 4.07 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.
- 4.08 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 MPSERS system, with at least sixty (60) days of accumulated leave time, will be paid an additional twenty (20) days per diem upon retirement.

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.

#### 4.09 Insurance

##### A. Insurance Coverage - Plan A

The parties agree to join the Livingston County Health Care Consortium. Employees may choose from other MESSA plans offered by the LCHCC. If the employee chooses a plan that is more expensive than the current MESSA PAK D plan, any increase in premium will be the responsibility of the employee.

The Employee share of the monthly insurance premium from January 1, 2019 – December 31, 2019 will be reduced from the current amount to the following:

	PAK D	PAK E
Single	\$322.49 (-\$36.28)	\$259.23 (-\$36.28)
Two-Person	\$417.80 (-\$36.28)	\$275.48 (-\$36.28)
Full Family	\$460.52 (-\$36.28)	\$283.41 (-\$36.28)

These rates are effective January 1, 2019 – December 31, 2019. If a new agreement is not reached prior to January 1, 2020, any premium increase for calendar year 2020 will be the responsibility of the Employee.

Current plans in the LCHCC are as follows:

Long Term Disability - 70%; \$8,000 maximum; 60 calendar days/modified fill; freeze on offset.

Dental

(100-80-80; annual max \$2,500; Class IV 80; lifetime max \$2,500.)

Negotiated Term Life

(2x Salary, max of \$225,000 with AD and D)

Vision - VSP 3G

Dental, vision, LTD and life insurance once joining the LCHCC will be as determined by the consortium for administrative employees.

Association members enrolled in Plan A shall be responsible, through payroll deduction, for all medical benefits plan and premium costs that exceed the amounts contributed by the Board as specified above.

Association members not currently participating in the District Section 125 Plan (FSA) for medical reimbursements, may access the Health Savings Account (HSA) associated with PAK D or PAK E.

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

Dental

(100-90-90; \$3,000: Class IV 90; lifetime max \$3000)

Vision - VSP-3 Plus P

Negotiated Term Life

(\$2X Salary, Max of \$225,000 with AD and D)

Long Term Disability

(As described in Plan A above)

Employees selecting PAK B will receive a cash-in-lieu payment of \$36.28 per month for calendar year 2019. Cash-in-lieu payment will end after December 2019, subject to the 2020 insurance rates and the provisions of the contract subsequent to December 31, 2019.

Dental, vision, LTD and life insurance once joining the LCHCC will be as determined by the consortium for administrative employees.

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. This section may be reopened at the request of the Board/Administration if the insurance rates become disproportionate with those of other major carriers.

- E. 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. Employees participating in a Health Savings Account, associated with the MESSA insurance, are prohibited by federal law from participating in a medical reimbursement Section 125 plan.
  - F. The Board will be the policyholder for all insurance programs.
- 4.10 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.
- 4.11 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 MPERS 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 (pro-rated) 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 An emergency manager appointed by State law 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 January 1, 2019, and remain in full force and effect until December 31, 2019, or until a successor agreement is reached.

  
Board President

1-24-19  
Date

  
Board Secretary

3-7-19  
Date

  
Administrative Representative

1/17/19  
Date

  
Administrative Representative

01.17.2019  
Date