

AGREEMENT

BETWEEN

PINCKNEY COMMUNITY SCHOOLS
BOARD OF EDUCATION

AND

PINCKNEY COMMUNITY SCHOOLS
ADMINISTRATORS



Effective January 1, 2021 to June 30, 2022

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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, 2021 through June 30, 2022.

ARTICLE 1 RECOGNITION

- 1.01 The positions covered by this Agreement shall include those administrative positions listed in Section 3.01.
- 1.02 The term Administrator as used hereinafter in this Agreement shall refer collectively to employees in the positions specified in Section 3.01.

ARTICLE 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.

**ARTICLE 3
COMPENSATION AND BENEFITS**

3.01 Salary Schedule

2021-22

Position	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Dean of Students	210	\$70,430	\$71,839	\$73,276	\$74,741	\$75,791	\$77,379
Asst HS Principal	210	\$84,217	\$85,901	\$87,619	\$89,371	\$91,158	\$92,982
Elem Principal	210	\$88,578	\$90,350	\$92,157	\$94,000	\$95,880	\$97,798
MS Principal	215	\$90,010	\$91,810	\$93,116	\$95,519	\$97,430	\$99,379
HS Principal	220	\$94,525	\$96,416	\$98,693	\$100,970	\$103,247	\$105,526

An Administrator will be paid an additional \$1000 annually upon written verification that he/she has earned an Education Specialist's Degree or \$1750 for doctorate degree. To receive the additional stipend, verification must be provided prior to November 1 of the contract year.

Step Placement effective January 1, 2021

Dean of Students	Step 5
Asst HS Principal	Step 4
Elem Principal (3)	Step 4
MS Principal	Step 3
HS Principal (Director of Instruction)	Step 2
HS Principal	Step 6

No additional step movement for 2021-22

Should an Administrator not be granted an extension year to their existing two-year contract due to evaluation of performance, the salary of that Administrator shall be frozen for the remaining term of the contract and they will not be advanced in step nor receive any increase in the salary rate of their current step. Should the Administrator later receive an extension year to their 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.

3.02 Administrative certification fees required by the State Board of Education shall be paid by the Board.

- 3.03 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.
- 3.04 Should a special event occur that necessitates more time off beyond the five (5) Personal Business Days allocated to the Administrator, the Administrator may request flexibility to adjust their work year, with approval of the Superintendent.
- 3.05 Travel for district business beyond 20-mile radius of the worksite will be reimbursed at the 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.
- 3.06 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.
- 3.07 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.
- 3.08 For administrators hired prior to December 18, 2020, 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 forty (40) day maximum at the Administrator's daily rate of pay. For administrators hired December 18, 2020 or after, 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 forty (40) day maximum at \$100 per day.
- 3.09 For administrators hired prior to December 18, 2020, 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. For administrators hired December 18, 2020 or after, 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 for an additional twenty (20) days at \$100 per day.

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

3.10 Insurance

Insurance Coverage Plans A, C, D, E (Employees electing health insurance)

The parties agree to join the Livingston County Health Care Consortium. Employees may choose from other MESSA plans offered by the LCHCC. The Board shall pay 97.5% of the PA 152 2021 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2021 through December 31, 2021, and will pay 97.5% of PA 152 2022 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2022 and continuing thereafter.

If a new agreement is not reached prior to January 1, 2023 any premium increase for calendar year 2023 will be the responsibility of the Employee.

Current LCHCC ancillary benefit levels are as follows:

Dental..... 100/80/80/80; annual max \$2,500, ortho max \$2,500
Negotiated Term Life..... 2x Salary, max \$225,000 with AD & D
Vision..... VSP-3G
Long Term Disability.....70%; \$8,000 Max; 60 calendar day; freeze on offset

Association members enrolled in Plan A, C, D, E 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 for medical reimbursements, may access the Health Savings Account.

Plan B (For employees not electing health insurance)

Dental 100/90/90/90; annual max \$3,000, ortho max \$3000
Negotiated Term Life..... 2x Salary, max \$225,000 with AD & D
Vision VSP-3 Plus P
Long Term Disability..... As described above

Employees selecting Plan B will receive a cash-in-lieu payment of \$1200 per year. The employer will pay the full premium amount for Plan B.

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.

- A. 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.

- B. Coverage shall be subject to the rules and regulations of the carrier.
 - C. This section may be reopened at the request of the Board/Administration if the insurance rates become disproportionate with those of other major carriers.
 - D. 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, are prohibited by federal law from participating in a medical reimbursement Section 125 plan.
 - E. The Board will be the policyholder for all insurance programs.
- 3.11 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.
- 3.12 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.

**ARTICLE 4
LEAVES OF ABSENCE**

- 4.01 Leaves of absence may be granted to Administrators for the following purposes:
- (1) Health
 - (2) Childbearing/childcaring
 - (3) Educational
- 4.02 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.

- 4.03 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.

- 4.04 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.
- 4.05 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.
- 4.06 All leaves granted by the Employer for the aforementioned reasons shall be without pay or fringe benefits.
- 4.07 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.
- 4.08 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.

**ARTICLE 5
MISCELLANEOUS**

- 5.01 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.
- 5.02 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.
- 5.03 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.
- 5.04 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.
- 5.05 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.
- 5.06 An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 6
SIGNATURE OF MUTUAL INTENT AND BINDING AGREEMENT

- 6.01 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.
- 6.02 This Agreement shall govern the terms of any individual contract of employment issued to any Administrator covered by the terms of this Agreement.
- 6.03 This Agreement shall become effective January 1, 2021 and remain in full force and effect until June 30, 2022 or until a successor agreement is reached.

Pinckney Community Schools

Pinckney Administrators Association

Michelle Crampo, Board President

Janet McDole, President

Bethany Mohr, Board Secretary

Yvonne Taylor, Vice-President

Rick Todd, Superintendent

Date