

BERKLEY SCHOOL DISTRICT
BERKLEY, MICHIGAN
ASSOCIATION OF BERKLEY ADMINISTRATORS

2018-19

2019-20

2020-21

ADMINISTRATIVE BENEFITS POLICY HANDBOOK

TABLE OF CONTENTS

	<u>PAGE</u>
I. Introduction	1
II. Membership	1
III. Tenure and Seniority	1
IV. Contracts	2
V. Retirement	2
VI. Specific Employment Benefits	2
A. Vacations	3
B. Extending School Year	4
C. Holidays	5
D. Paid Time Off (PTO)	5
E. Life Insurance	6
F. Hospitalization/Medical Insurance	6
G. Dental Insurance	9
H. Long-Term Disability Insurance	9
I. Physical Examination	10
J. Workers' Compensation	10
K. Jury Duty	10
L. Mileage	10
M. Child Care	11
N. Qualified Retirement Benefit	11
O. Leave of Absence	12
P. Liability Insurance	12
Q. Vision Insurance	13
R. Professional Memberships	13
S. Professional Development/Technology Allotment	13
VII. Salary	13
A. Salary Formula	14
B. Salary/Step Increase	14
C. Fund Balance Sharing	15
D. Bi-Weekly	15
E. Placement	16
F. Increments	16
G. Deductions	16
H. Tax Sheltered Annuity	17
I. Longevity Payment	17
VIII. Administrative Reduction	17
IX. Liability Policy	18
X. Duration of Agreement	19
XI. Administrative Salary Schedule	20

I. **INTRODUCTION**

The ASSOCIATION OF BERKLEY ADMINISTRATORS is committed to the improvement of instruction in the Berkley Schools through the team management concept. Every member of the administrative staff is considered a member of the administrative management team under the direction of the Superintendent of Schools for the Berkley School District.

II. **MEMBERSHIP**

Employees designated as administrative staff within the buildings of Berkley Schools are eligible for membership in the Association of Berkley Administrators (ABA). Employees designated as administrative staff of Berkley Schools shall respect agreements entered into on their behalf by discussions between the ABA and the Board of Education of the Berkley School District. In addition, it is the explicit right of all administrative personnel to discuss any aspect of employment with the Superintendent of Berkley Schools or his/her designee.

III **TENURE AND SENIORITY**

All administrative personnel who are certified as teachers have tenure as teachers in the Berkley School District after completion of the appropriate probationary period. No administrator shall acquire tenure in an administrative position. Seniority is calculated based upon the length of district service.

IV. CONTRACTS

- A. The first two years in an administrative position is probationary.
New administrators shall receive one year contracts for each of the first two years.
- B. After successful completion of two years of probation, a two-year contract may be issued, renewable annually by Board of Education action. Failure of the Board to act in accordance with the Michigan Revised School Code (currently Section 1229) results in automatic renewal for one (1) year.

V. RETIREMENT

- A. Retirement shall be paid by the Board to the Michigan Public School Employees Retirement System in the name of each employee. Retirement benefits are administered and governed by the MPSERS (Michigan Public School Employees Retirement System).

VI. SPECIFIC EMPLOYMENT BENEFITS

Employment benefits listed below are applicable to the full administrative staff of the Berkley School System. The Superintendent of Berkley Schools shall designate employees classified as Administrators, subject to confirmation by the Board of Education of the Berkley School District.

A. Vacations

1. 52-week Administrators will receive their full allotment of vacation hours (Winter Break plus 25 days/school year) at the beginning of the school year, though these hours are actually earned during the work year. 52-week Administrators will use their vacation time earned in a given school year by July 31st of the year in which they are allotted. 52-week Administrators have the option to request payment, on a per diem basis, for up to five (5) unused vacation days, with a total payment not to exceed \$2000. Should an Administrator separate from the district during the course of the school year, a calculation will be made that will prorate the hours earned commensurate with the portion of the school year the Administrator worked.
2. Administrative staff members employed for less than fifty-two weeks shall follow the school calendar for professional staff in meeting the obligation of length of service for their specific contracts unless their individual contract provides otherwise. The Superintendent may request additional services of Administrators during periods they are not scheduled to work. Payment for such service shall be at mutually agreed upon rates.

3. Summer Schedule/Work Year - Due to the increasing demands of Administrators to work some time over the summer (e.g. negotiations, hiring, scheduling, etc.), one (1) work week will be added to all schedule classifications except 52 week Administrators. Administrators are to coordinate the five additional days with the Director of Schools and Human Resources and the days will be worked outside the traditional start and end dates of an Administrators work/school year.

B. Extending School Year

If the Superintendent elects to require a less than 52-week Administrator to work during a period of the school year which results in the reduction of total vacation time allowed to the Administrator, the administrator will be reimbursed an amount which reflects the current rate of pay. This does not preclude an alternate arrangement based on the mutual agreement of the Superintendent and individual Administrators, or voluntary service during a vacation period by the Administrator.

The start date for less than 52 week Administrators will be fourteen (14) calendar days prior to the first teacher work date and fourteen (14) calendar days after the end date for teachers or the last weekday in June (whichever comes first on the calendar).

C. Holidays

Those holidays, designated by the Board of Education and falling within an individual's contract year, shall be granted as days off with pay. Those days falling within an individual's contract year and not designated as paid vacation days or holidays are considered work days under the terms of the individual contract.

D. Paid Time Off (PTO)

1. Paid Time Off shall be granted on the basis of the following formula: 1st and 2nd years - 24 days, 3rd year+ - 34 days, The annual allotment is earned on a prorated basis based on the days per month of active employment. Administrators employed as of July 1, 2015 may accumulate unused paid personal sick leave to a maximum of two hundred (200) days. Administrators hired after July 1, 2015 shall accumulate to a maximum of one hundred (100) days.
2. Funeral leave - up to 5 days per occurrence for death in the immediate family and/or member of the Administrator's household. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother, children, grandchildren, and grandparents.
3. Common Sick Bank - A common sick leave bank is maintained by the district. An individual employee, upon

exhaustion of his personal sick leave, and who is not eligible for LTD benefits or disability retirement, may draw on the common bank up to a number of days equivalent to the number of days in his/her personal bank as of July 1 of that year not to exceed 50 days. An Administrator's use of the common bank must be authorized by the Superintendent upon verification of need for the leave.

4. Absences by an Administrator exceeding ten (10) consecutive days shall require a written statement by a Board appointed physician certifying the administrator's fitness to perform the essential functions of their administrative position.

E. Life Insurance

Board paid group term life with AD & D rider in the amount of twice the amount of earnings shall be provided through a carrier designated by the Board of Education. The Supervisor of Shared Time Services shall receive three times the amount of earnings.

F. Hospital and Medical Insurance

Insurance Benefits

The District shall pay the annual amounts toward the total cost of the MESSA medical premium and Health Equity (HEQ) Health

Savings Account (HSA) funding.

Beginning January 1, 2019, the annual District paid amounts shall adjust annually to the maximum payment permitted by the Publicly Funded Health Insurance Contribution Act. However, the 2018 Hard Cap increase will go into effect on July 1, 2018.

A \$500 cash in lieu of health coverage per month stipend will be paid to an ABA member who selects this option. The cash in lieu stipend will be included in the administrator's pay check.

Administrators will have the option to select medical/prescription coverage from one of the following options:

- 1) MESSA CHOICES - \$1000/\$2,000 in network deductible, \$20 OV/\$25 UC/\$50 ER and Saver Rx Prescription coverage.
- 2) MESSA CHOICES - \$2000/\$4,000 in network deductible, \$20 OV/\$25 UC/\$50 ER and Saver Rx Prescription coverage.
- 3) MESSA ABC Plan 1 (HEQ/HSA) - \$1,350/\$2,700 in network deductible, Saver Rx Prescription coverage.
- 4) Parties agree to explore a fourth (4th) option should MESSA develop a cost savings plan during the life of this Agreement.

The deductible amount will increase as determined by the IRS.

At the Administrator's option, the District will pre-fund \$1,000/\$2,000 of the deductible amount annually to the HEQ/HSA. One-half of the amount shall be paid on or before the last pay in January and the other half on or before the last pay in July each year. The District shall pay the remainder of the hard cap cost towards the MESSA annual medical premium up to the amounts specified above for single, self/spouse, self/child and family. The employee may contribute additional money towards their HEQ/HSA up to the maximum amount allowed by Federal law.

For those members selecting the MESSA ABC Plan 1, the District will allow for the adjustment of their contribution amounts toward their individual health savings account. This would allow for flexibility and the ability for staff members to react to "Qualified Life Event Changes" as well as to accommodate for the difference in the medical plan year (July 1) and the deductible calendar year (Jan. 1), among other potential beneficial reasons to allow for these quarterly changes.

The remaining annual cost for the Administrator's elected medical plan premiums and the pre-funded balance that exceeds the Hard Cap amounts, if applicable, shall be paid by the Administrator and will be payroll deducted in equal bi-weekly amounts through a qualified Section 125 Plan.

G. Dental Insurance

Board paid full family insurance shall be provided, through a carrier designated by the Board of Education, based on the following schedule:

Class I Preventative Services – 100%

Class II Restorative Services– 90% (\$1,000 calendar/year)

Class III Major Services – 90%

Class IV Orthodontic Services- 90% (\$1,000 calendar/year)

H. Long-Term Disability Insurance

The Board of Education will pay the cost of a long-term disability policy under the following terms:

1. Eligibility - Each active full-time Administrator who works a minimum of twenty hours per week.
2. Qualifying Period - Benefits accrue with respect to any one period of total disability after a qualifying period of 90 calendar days *or the end of accumulated sick leave.*
3. Benefit Period - Monthly benefits are payable during the continuance of total disability due to sickness or accident to, but not beyond, age 70.
4. Monthly Schedule Amount - 70% of base earnings and include administrative annuity prior to deductions for 403B and Section 125.

I. **Physical Examination**

The Board will pay up to \$100 per year toward the cost for a physical exam (not otherwise covered by employee's health insurance).

J. **Workers' Compensation**

The Board will pay an employee eligible under Workers' Compensation Laws, the difference between regular salary and compensation allowance to a maximum of 200 days.

K. **Jury Duty**

The Board will pay an employee on jury duty the difference between regular salary and the pay received for such jury duty according to the established procedure.

L. **Mileage**

Total mileage will be:

Supervisor of Shared Time Services - \$3,000

High School Principal/Special Education Supervisor - \$1,210

Middle School Principal/Supervisor of Instructional Services - \$880

Elementary Principal/Supervisor of Early Childhood Education -
\$880

Assistant Principal - \$660

M. Child Care

A five (5%) percent discount will be given to any member using District pre-school child care services.

N. Qualified Retirement Benefit

1. To qualify for this benefit, an administrative employee must work in the Berkley School District for ten (10) consecutive years.
2. The administrative employee must be eligible to retire under the regulations of the Michigan Public School Employees Retirement Board.
3. Severance pay will be an amount equal to 1% of the base of the administrator's salary schedule times the number of years of service in the district. Administrators not on a schedule will have the allowance calculated using current salary as a base.
4. The District shall reimburse each Administrator \$15.00 per day for every sick day in their personal leave bank upon retirement up to a maximum of 200 days. Said pay shall be provided to the Administrator via a 403b non elective deferral plan account.

O. Leave of Absence

1. Those rules governing the professional teaching staff shall apply to the administrative staff regarding leaves of absence.
2. The Superintendent may grant exceptions.
3. The Board shall provide for a Family Medical Leave Act (FMLA) unpaid leave of up to twelve (12) weeks to Administrators that request it for the following purposes: birth/care of child; adoption; serious health condition of the Administrator; care of the a member of the immediate family with a serious health condition and certain qualifying exigencies permitted under FMLA when the Administrator's spouse, son, daughter or parent is on active duty with the Armed Forces (including National Guard or Reserves).
Maternity leave will run concurrently with FMLA, however, an Administrator may use paid leave, if days are available in his/her sick bank, for any disability during the FMLA leave.
Further, health insurance shall be provided to all those on such a leave that elected to be covered by Board paid health insurance prior to the leave for the duration of the leave.
For purposes of this section, immediate family shall be defined as it is in the Federal Law governing this provision.

P. Liability Insurance

Insurance policies purchased by the Berkley School District provide

protection against claims for damages arising from personal injury to others or property damage.

Q. Vision Insurance

Board paid full family vision insurance shall be provided through a carrier designated by the Board of Education.

R. Professional Memberships

The Board will reimburse each Administrator up to \$600 per year for professional memberships related to their duties.

S. Professional Development/Technology Allotment

\$1000 per year will be provided to each Administrator for use toward professional development opportunities and/or work-related technology purchases. Purchases are to be coordinated through a designee appointed by the Superintendent. Unused allocations may be carried over year to year of this three-year agreement, but must be used by the end of this three-year agreement. Equipment purchased becomes the property of the Administrator.

VII. SALARY SCHEDULE

A. Salary Formula

For the 2020-21 school year, should the audited Fall count in each of the

respective years be equal to or greater than the audited Fall count for the previous fiscal year (inclusive of the district's shared time program), the Salary Schedule will be adjusted to reflect the percentage increase to the District's state school aid foundation allowance from the previous school year's, less one-half percent, but in no case will the percentage increase be higher than 2.0%. The timing of the payment of the increment will be dependent upon when the District is officially notified of the final foundation allowance figure from the Department of Education for each applicable fiscal year of this provision. Should an adjustment(s) happen to the District's official foundation allowance during the 2020-21 school year, a corresponding adjustment will be made by the District to the salary formula and salary schedule but in no event shall the salary schedule be less than the 2019-20 schedule.

B. Salary/Step Increases

For the 2018-19 and the 2019-20 school years, Administrators who are eligible for a step movement shall receive one and a half (1 1/2) steps each school year. Administrators who are on the top step of their respective track shall receive a 2.25% schedule increase each school year.

For the 2020-21 school year, Administrators will move up a partial/full step should the District's "true, net" per pupil foundation allowance for the current year increase according to the following schedule:

<u>"True, net" PP FA Increase</u>	<u>Step Movement</u>	<u>Top Step</u>
\$75-99	½ step	\$600
\$100-124	¾ step	\$1,050
\$125+	One full step	\$1,500

Determination of step movement will be recognized when the true, net increase to the District's foundation allowance is finalized by the State legislature. Once known, the District will publish the salary grid as well as any partial steps that may be recognized based on the above formula. Final step placement, on full or partial steps as determined by this provision, will constitute the Administrator's beginning step placement point for the following year.

C. Fund Balance Sharing

For the 2020-21 school year, the District shall pay each Administrator 1% of their current base salary, one time, off schedule, should the district's audited General Operating Fund Balance figure equal or exceed 9.5%. Timing of payment will occur and be made to administrators who were on the payroll at the end of the each school year and after the fiscal year financial audit is completed.

D. Bi-Weekly

Salaries in accordance with the Board of Education adopted schedule shall be paid on a biweekly basis prorated over the term of the individual

employment year as identified in the individual contract, less deductions. Should the District move to bi-monthly payrolls, the ABA agrees to adjust to this schedule.

E. Placement

Placement on the salary schedule is determined by the Superintendent based on training, degree level and creditable experience. In the event the Administrator changes placement within the District, s/he will receive the higher of the two salaries unless the placement is at the request of the Administrator.

F. Increments

Increments accrue as of July 1 for each year of experience up to the listed MA maximum, Step 60, 61. Administrators who hold a PhD, EdD or JD will receive annual stipend of \$2,000 to be paid prior to final December payroll.

G. Deductions

1. Involuntary - pay will be subject to withholding for federal income tax, state income tax and F.I.C.A.
2. Voluntary - employees may elect, upon written authorization, to have deductions withheld from their pay for tax-sheltered annuity programs, United Way contributions, Berkley Educational Foundation, additional insurance premiums,

union dues, MIP retirement plan, and/or credit union payments.

H. Tax-Sheltered Annuity

The Board of Education has approved a plan whereby 6.5% of salary for each Administrator (see attached schedule) shall be paid to a Board approved tax-sheltered annuity program or other Board approved option in lieu of salary. Payments will be made to the carrier under procedures established by the Business Office.

I. Longevity Payment

A longevity increase of 1% of current salary will be paid at Year 5 of District administrative service. A longevity increase of 1.5% of current salary will be paid at Year 10 of District administrative service. A longevity increase of 1.75% of current salary will be paid at Year 15 of District administrative service.

Longevity payments will be processed on the last regular payroll date of the fiscal year.

For purposes of calculating placement on "Longevity" schedule, Administrators hired before December 31st will be considered hired as of July 1st of that same year.

VIII. ADMINISTRATIVE REDUCTION

An Administrator, affected by a reduction due to school closings or

deletion of position, shall receive in the first year of such assignment, the daily rate (number of days worked) paid for the new assignment plus 80% of the difference between that wage and the administrative daily wage rate received times the number of days worked. The second year of such assignment, the percentage would be 50%. After the second year, no differential will be paid. Said Administrator shall carry over his/her current sick leave, allowed in the new position. Payment of the differential will be made at the end of the school year, but prior to June 30.

IX. LIABILITY POLICY

The Board shall purchase general liability and errors and omissions insurance coverage providing policy limits of at least One Million Dollars for the benefit of the Administrators who were acting in the scope and course of their employment by the Board at the time of the events giving rise to the coverage. The Board's sole obligation is to pay the premiums for such coverage.

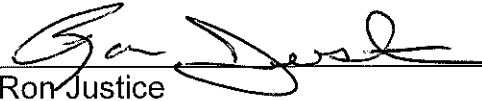
X. DURATION OF AGREEMENT

The Agreement shall be effective as of July 1, 2018 and shall continue in effective through June 30, 2021.



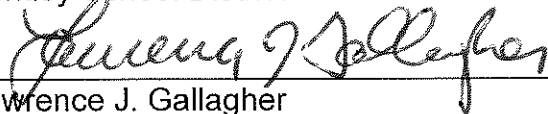
Maribeth Krehbiel
President
Association of Berkley Administrators

9-20-18
Date



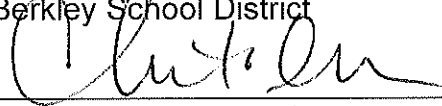
Ron Justice
Secretary
Board of Education
Berkley School District

9-20-18
Date



Lawrence J. Gallagher
Deputy Supt. of Finance, Facilities and Operations
Berkley School District

9/20/18
Date



Christopher Sandoval
Director of Schools and Human Resources

9-20-18
Date