

# **Non-Instructional Directors' Conditions of Employment**

One-Year Agreement – July 1, 2009 – June 30, 2010\*

\*Conditions of Employment is for one (1) year with the condition that should a reduction in anticipated revenues occur, financial issues will be addressed.

**I. SALARY AND CONTRACT** – Freeze all financials covered within agreement ~ financials to be paid at 2008-2009 rates.

A. This contract is for a period of one (1) year and covers the following positions:

Director of Buildings and Grounds  
Director of Food Service  
Director of Operations  
Director of Human Resources  
Director of Transportation

B. Non-instructional Director will be given a contract for the duration of one (1) year. A non-instructional Director who remains in his/her former position but whose responsibilities have been altered will not be considered to have changed positions.

**II. EDUCATION**

A. The Board of Education understands the need for continuing education and will provide financial reimbursement to all non-instructional Directors, with the prior approval of the superintendent, tuition and textbooks after successful completion of coursework that pertains directly with maintaining the professional and high standards of areas of expertise.

**III. FRINGE BENEFITS**

The Board shall provide non-instructional Directors, minimally, the same fringe benefits as given other district administrators.

A. Full family health care shall be provided each non-instructional Director with full premium paid by the Board of Education. Coverage shall be for twelve (12) months. The coverage shall provide for semi-private hospitalization as follows:

The specific company shall be determined by the Board of Education.

## **B. Group Long-Term Disability**

The Board shall provide all non-instructional Directors with long-term disability insurance. Gross Monthly Indemnity – 66 2/3% of the insured's basic monthly salary or wage or \$12,000.00, whichever is less.

Elimination Period – Sixty (60) calendar days. The Board agrees to protect non-instructional Directors covered under these conditions of employment for the sixty (60) calendar day elimination period prior to LTD, if approved for LTD, when they have exhausted their sick days by granting said non-instructional Director enough additional sick days to cover the elimination period.

Maximum Income Period – for total disability due to accidental injury to insured's age sixty-five (65).

Survivor benefits:

If the insured employee is eligible to receive long-term disability benefits under this plan and subsequently dies, benefits shall continue to be paid to the deceased employee's eligible survivor for a period not to exceed six (6) months. The survivor benefit will equal 66 2/3 % of the benefit otherwise payable to the employee before any reduction due to other benefits as described in the Monthly Benefit Section.

**C. The Maximum Income Period** will not be less than twelve (12) months. Insurance will terminate the date of cessation of active membership as an employee in an eligible class.

## **D. Delta Dental**

The Board shall provide Delta insurance for those non-instructional Directors who are not covered under another dental insurance plan. Coverage shall be equal to MESSA/Delta Plan Auto+, with Orthodontic Rider 0-8, with internal and external coordination of benefits for all Non-instructional Directors and their eligible dependents.

The maximum annual benefit shall be equal to one thousand five hundred dollars (\$1,500.00). The Board shall determine the specific company.

Non-instructional Directors who are covered under another dental insurance plan, either through Lake Orion Community Schools or another employer, shall be provided with coverage equal to Michigan Education Special Service Association Dental Plan C (fifty percent (50%) coverage – Class I and II with 0-1 fifty percent (50%) Class III. This will include internal and external coordination of benefits.

**E. Vision**

The Board shall provide all non-instructional Directors without cost to the non-instructional Director, MESSA Vision Care VSP-3 Plus for all non-instructional Directors and their dependents.

\*\*Per LTD Contract

**F. Group Life**

Non-instructional Directors shall be provided with life insurance benefits in the amount of two times the non-instructional Director's salary. The Board retains the right to select the company.

**G. Health Insurance Option Plan B**

Non-instructional Directors not electing health insurance coverage will receive four hundred ten (\$410.00) dollars per month payable in a bi-annual lump sum cash payment, subject to deductions.

**Longevity**

District Longevity

The Board shall pay to each non-instructional Director a longevity allowance employed by the district as follows: (longevity pay shall be issued in two (2) equal installments, in a separate check, on the first pay in December and on the first pay in March of each school year):

Completed Year of Service	
15-22	\$1,025.00
23 and up	\$1,425.00

Administrative Longevity

In addition to continuous district longevity, compensation will be given to non-instructional Directors for their years of service as non-instructional Directors within Lake Orion Community Schools. Up to five (5) years may be credited to non-instructional Directors who

were under Directors' contract in other districts. The longevity payments will be based on the following rates and will be adjusted to be inline with the Administrative Conditions of Employment:

5-8 Years	\$3,300
9-14 Years	\$4,275
15 +	\$5,400

Longevity pay shall be issued in two equal installments.

**H. Termination Pay**

Upon termination of employment from the Lake Orion Community Schools, non-instructional Directors shall receive termination pay at their daily rate of pay for one fourth (1/4) their unused sick days. The maximum number of days paid shall be limited to twenty-five (25) days. The per-day rate shall be based on their last full contract amount.

**I. Retirement Pay**

Upon retirement from Lake Orion Community Schools, non-instructional Directors shall receive retirement pay at one-half the daily rate of pay for the first one hundred (100) of their unused sick days, and \$50 will be paid for each unused sick day over one hundred (100).

The per-day rate shall be based on their last full contract amount. To receive retirement pay, said non-instructional Director must be eligible for benefits from the School Employees Retirement Fund.

**J. All non-instructional Directors will receive a Board funded tax sheltered annuity. The TSA will be implemented on the following schedule:**

Aligned with Associate Principals: \$3,550.00

Annuities will be issued upon receipt of the district's first state aid payment for the fiscal year, on or about October 20<sup>th</sup>.

#### **IV. NON-INSTRUCTIONAL DIRECTORS' LEAVE**

##### **A. Illness and Disability**

1. At the beginning of each school year, each non-instructional Directors shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by illness or disability, or serious illness or quarantine in the immediate family. The family will be defined as mother, father, wife, husband or child. The unused portion of such allowance shall accumulate from year to year up to an unlimited number.
2. Additional sick pay will be granted to non-instructional Directors who exhaust their accumulated sick leave subject to the following conditions:
  - a. That a credit of at least twenty-five (25) sick leave days had been accumulated by the non-instructional Director at the beginning of the school year, and
  - b. That a statement from a qualified physician which certifies the illness is submitted to the Superintendent's office, and
  - c. That additional sick pay shall not exceed one-half (1/2) of the amount that has been accumulated at the beginning of the school year, and
  - d. That additional sick pay shall not extend beyond the current school year.
3. A non-instructional Director who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability up to three (3) years, and the leave may be renewed each year upon written request by the non-instructional Director unless serious permanent disability shall have occurred.
4. Absence due to an on-the-job injury, but not involving personal gross negligence, will entitle the insured to supplemental compensation defined below:

Supplemental compensation payable for absence necessitated by injury will be comprised of Worker's Compensation in part, and payment of the differential by the Board to affect a combined

cumulative total equal to the value of accumulated sick days. Only after this combined equivalent amount has been used up, will sick days be charged to the non-instructional Director.

5. A non-instructional Director who has been absent five (5) consecutive work days may be requested to present a doctor's statement upon return to work, in case of prolonged illness (after ten (10) consecutive work days) the non-instructional Director must provide a report from a doctor. In addition, a pattern of absences may also require a doctor's statement.
6. Non-instructional Directors not reporting to work are to notify their immediate supervisor by 8:00 am the morning of the absence.

## **B. Extra Leave Days**

1. A non-instructional Director called for jury duty or to give testimony before any judicial or non-instructional Directors' tribunal shall be compensated for the difference between the non-instructional Directors' pay and the pay received from the performance of such obligation.
2. A total of five (5) extra reimbursed leave days per year may be used by a non-instructional Director to meet involuntarily the requirements of governmental agencies or for the purpose of attending immediate family funerals. If the combination of the governmental days and the funeral days exceed five (5) days, the excess over five (5) days shall be deducted from the non-instructional Director's sick leave to the extent that such sick leave has been accumulated, and thereafter, shall be deducted from salary. Extra leave days are not accumulative. The provision does not apply to military service. Death in the family shall be interpreted to be the death of husband, wife, father, mother, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, sons-in-law, brothers-in-law, daughters-in-law, and grandchildren.
3. The Board will allow absence without loss of pay to the extent of a maximum of three (3) earned sick leave days for personal business of funerals other than in the immediate family as defined in Number 2. The Superintendent must approve absence, and notice shall be given twenty-four (24) hours in advance, if possible. Personal business days will not be approved for the day preceding or the day following a day for which school is not scheduled (traditional two (2) day weekends excluded). Exceptions to the aforementioned limitations shall be allowed for

the utilization of personal leave days for legal obligations and/or funerals not covered in Number 2.

### **C. Unpaid Leaves of Absence**

1. An unpaid leave of absence may be granted to any non-instructional Director upon written request for a semester or on an annual basis with permission of the Superintendent and approval of the Board of Education.
2. Military leave of absence shall be granted to any non-instructional Director who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Credit on the salary schedule shall be at the rate of three (3) years of non-instructional Directors' experience for every three (3) years of military service, not to exceed five (5) years of non-instructional Directors' services.
3. Maternity/paternity leaves of three (3) years may be granted upon request. These leaves may be extended annually with approval of the Board of Education. A non-instructional Director returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which he/she went on leave.

Maternity leave will be granted in accordance with Equal Employment Opportunity Act of 1972, as amended, from time to time, Federal EEOC guidelines, and other applicable State and Federal Statutes, regulations and guidelines.

4. At the end of any unpaid leave of absence, upon return to work, the non-instructional Director shall be placed in a position of comparable pay scale to the position at time of the leave.

### **V. NON-INSTRUCTIONAL DIRECTORS' WORK CALENDAR**

- A. All non-instructional Directors will be expected to work a 260 day calendar, unless approved for leave by the Superintendent.

### **VI. TENURE**

No non-instructional Director shall receive tenure in any non-instructional Directors' position.

**VIII. TRAVEL ALLOWANCE**

A fixed stipend will be paid to non-instructional Directors at the following rate of reimbursement for mileage traveled while conducting school business:

Director of Transportation - \$5,225 (aligned with high school principal)\*

Other Directors: Aligned with Elementary & Middle School Principals - \$3,375

\*Travel allowance is frozen with the exception of the Director of transportation who will be assessing the new bus schedule situations. Compensation for mileage to be rolled into salary, therefore being distributed throughout 26 pays in equal amounts.

**IX. VACATION DAYS**

All non-instructional Directors included in this Non-instructional Directors' Conditions of Employment will receive 25 vacation days.

**X. STUDENT DISCIPLINE AND NON-INSTRUCTIONAL DIRECTOR PROTECTION**

- A. A non-instructional Director may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with School Code M.S.A. 15.3755-3757 and Board policy.
  
- B. Any instance of assault upon non-instructional Director while in the performance of his/her assigned non-instructional Directors' duties or related professional responsibilities shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance, including legal counsel, where appropriate to the non-instructional Director in connection with the investigation, prosecution and disposition of the matter by the proper authorities. The Board shall pay all medical expenses not otherwise reimbursed.
  
- C. Time lost by an non-instructional Director in connection with such assault or such criminal or civil action by reason of disciplinary measures imposed by the non-instructional Director upon a student, shall not be charged against said non-instructional Director unless he/she is adjudged guilty by a court of competent jurisdiction.
  
- D. Non-instructional Directors shall exercise reasonable care with respect to Board property, but shall not be individually liable except in the case of gross negligence or gross neglect of duty, for any damage to or loss of such property.

- E. If any non-instructional Director is sued by reason of disciplinary action, as appropriate and allowed by Board policy, taken by the non-instructional Director against a student, the Board will provide counsel to advise the non-instructional Director of his/her rights and obligations with respect to such action. Should the non-instructional Director require legal representation, our liability insurance would go into effect and counsel would become the responsibility of the insurance carrier.
- F. Since the non-instructional Director's authority and effectiveness is undermined when students and their supervisory staff discover that there is insufficient backing and support of the non-instructional Director, the Board recognizes its responsibility to give full support and assistance to non-instructional Directors with respect to the maintenance of control and discipline.
- G. No final action shall be taken upon any complaint toward a non-instructional Director nor shall notice thereof be included in said non-instructional Director's personnel file unless such matter has been discussed with the non-instructional Director concerned, who shall be entitled to speak in his/her defense.
- H. The school will provide liability insurance coverage for each non-instructional Director up to one million dollars (\$1,000,000.00).

## **XI. OFFICE HOURS**

The non-instructional Directors' workday shall be eight hours.

It is expected that non-instructional Directors be available to respond to and interact with the community as needed. It is understood that the above are minimum standards and that conditions may exist for which non-instructional Directors will work beyond that minimum expectation.

## **XII. PAYMENT OF SALARY**

- A. Non-instructional Directors' salaries will be paid in twenty-six (26) equal installments. The non-instructional Director's contract year shall be from July 1 to June 30, and annual pay will be distributed during this time.
- B. Should an non-instructional Director resign from Lake Orion Community Schools prior to the completion of the terms of his/her contract, the percent of pay received will be compared to the percent of contractual days worked. If a discrepancy is found to exist, the non-instructional Director will be required to repay the school district.

**XIII. INCLEMENT WEATHER**

In the event that schools are closed for students due to inclement weather, hazardous driving conditions or other emergencies, non-instructional Directors, where possible, are expected to report to work. If conditions make it impossible to report to work, the non-instructional Director should notify his/her immediate supervisor. When all reports are in, supervisors should notify the Superintendent. When physically unable to report to work during inclement weather, no loss of pay or leave days shall be incurred.

**XIV. POLICY REVIEW**

The non-instructional Directors' Conditions of Employment will be aligned with the Administrative Conditions of Employment, whenever changes are made within the listed areas within aforementioned conditions of employment.

Signed on the 25<sup>th</sup> day of August, 2009.

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Marla Ernst – Director of Food Service

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Kenneth Gutman – Superintendent

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Jo Hornbeck – Director of Human Resources

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Tim Smith – Director of Operations

Prepared August 7, 2000  
Revised: August 14, 2005  
Revised: July 16, 2009  
Revised: November 10, 2009 (TSA)  
Approved by Board: August 18, 2009