

ADMINISTRATIVE CONDITIONS OF EMPLOYMENT

Effective July 1, 2023

Last Printed: 07/19/2023

I. COMPENSATION

Position List

Grade	Positions	Degree
7	High School Principal	MA
6	Director of Special Education	MA
5	Middle School Principal	MA
5	Director of Curriculum	MA
4	Elementary Principal	MA
3	Associate High School Principal	MA
3	Athletic Director	MA
1	Learning Options Supervisor	MA
1	Assistant Principal High School	MA
1	Special Services Supervisor	MA
0	Assistant Middle School Principal	MA

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
7	\$123,239	\$125,423	\$127,374	\$129,282	\$132,182
6	\$119,912	\$121,691	\$123,460	\$126,278	\$128,238
5	\$112,092	\$113,871	\$115,660	\$117,438	\$120,418
4	\$108,817	\$110,895	\$112,685	\$114,468	\$117,126
3	\$105,842	\$107,625	\$109,710	\$111,493	\$114,127
2	\$102,873	\$104,651	\$106,434	\$108,525	\$111,130
1	\$99,903	\$101,682	\$103,465	\$105,250	\$107,841
0	\$96,563	\$98,310	\$100,132	\$101,953	\$104,554

Salary Schedule

*Additional Responsibility Factor

The above positions are granted \$1000, as salary, for additional administrative responsibilities. Director of Curriculum should be granted \$3,375 as referenced in the "Hired Prior to June 30, 2003" section.

*Tax shelter Annuities

All administrators will receive a Board funded tax sheltered annuity. The TSA will be 5% (five percent) of salary (less additional responsibilities) and issued upon receipt of the district's first state aid payment for the fiscal year on or about October 20th.

*Merit Pay

A merit payment of 1% of salary will be paid to each administrator who receives an effective or highly effective evaluation.

I. COMPENSATION (CONTINUED)

Payment of Salary

- A. Administrative salaries will be paid in twenty-six (26) equal installments. The administrator's contract year shall be from July 1 to June 30, and annual pay will be distributed during this time.
- B. Should an administrator 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 administrator will be required to repay the school district.

C. District Longevity

Administrators with fifteen (15) through twenty-one (21) years of continuous service in Lake Orion Community Schools shall receive a stipend of \$1025.

Administrators with twenty-two (22) years or more of continuous service in Lake Orion Community Schools shall receive \$1425.

D. Administrative Longevity

In addition to continuous district longevity, compensation will be given to administrators for their years of service as administrators within Lake Orion Community Schools. Up to five (5) years may be credited to administrators who were under administrative contract in other districts. The longevity payments will be based on the following rates:

Contract year:

5 – 8 years	\$3500
9 – 14 years	\$4500
15 years and up	\$5600

*Longevity pay shall be issued in two equal installments.

E. Mileage Reimbursement

Mileage related to school business, above 100 miles one way, will be reimbursed at the current IRS rate.

Termination of Pay

Upon termination of employment from the Lake Orion Community Schools, administrators 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 base salary amount.

Retirement Pay

Upon retirement from the Lake Orion Community Schools, administrators shall receive retirement pay at one-half the daily rate of pay for the first one hundred thirty (130) of their unused sick days.

The per day rate shall be based on administrators' last full contract amount. To receive retirement pay, said administrator must be eligible for benefits from the Michigan School Employees Retirement Fund.

At the option of the administrator, group health care insurance coverage at group rates may extend up to twelve (12) months beyond the date the Board ceases to be liable for the premium payments. The administrator shall make payments to the Insurance Office and/or insurance carrier in such a manner as determined by the Board and/or the insurance carrier to be eligible for this extended coverage. Failure to receive timely payment may result in the administrator being dropped from continuing group coverage unless prior arrangements have been made with appropriate Board personnel.

An administrator who continues to serve in an administrative capacity and who fulfills his/her contract with the Board to the end of the scheduled work year, shall be completely covered through June 30th for extended cash coverage beyond August 31st of our medical coverage and all other fringes that are extendable. Any administrator who terminates and/or who accepts employment elsewhere will be eligible for one (1) additional month's coverage beyond date of termination as prescribed by law.

Individuals who submitted an official notification of retirement by October 15 in the school calendar year of their retirement shall receive five thousand dollars (\$5,000) of severance pay to be paid out on their last check for the contract year.

Individuals who submitted an official notification of retirement by January 15 in the school calendar year of their retirement shall receive two thousand dollars (\$2,000) of severance pay to be paid out on their last check for the contract year.

Retirement under this section shall mean that the individual has applied and been approved to receive retirement benefits through the Office of Retirement Services (ORS) and the District has received confirmation from ORS of their retirement. Confirmation must be received within ninety (90) days of the last day worked for Lake Orion Community Schools, and no payment shall be made until such confirmation has been received by the District. Confirmation of retirement received after ninety (90) days of the last day worked for Lake Orion Community Schools date shall not receive severance pay under this section.

To qualify for severance, pay under this section, the individual's retirement date (last day of service) must coincide with the end of a school calendar year in June.

To qualify for severance, pay under this section, the individual must fulfill their contract through the end of the school year of which they retire as an active employee for a total of no less than seventy-five percent (75%) of the total number of work days for the last two semesters of their employment.

Changing Positions

If an administrator changes positions, this change will not result in less contractual pay than scheduled unless such change is voluntary. If voluntary, an administrator electing a change will assume the salary scheduled for that position. An administrator reassigned to another administrative position will maintain his/her salary until the pay schedule catches up. Needs for additional administrative/student support at the elementary and middle school levels will be addressed. Discussion between building principals, superintendent and his/her designee(s) will take place when building populations exceed 600 at elementary level and 900 at the middle school levels. Considerations will be discussed, including district financial implications.

Summer administrative positions shall:

1. Be paid as follows:
 - a. The annual factor divided by 190 shall be the per diem base rate.
 - b. The per diem base rate multiplied by one percent (1%) multiplied by the number of years, will be the per diem experience factor to a maximum of ten (10) years.
 - c. The total per diem pay shall be the sum of the per diem base rate and the per diem experience factor.
 - d. The total pay shall be the total per diem pay multiplied by the number of days necessary to fulfill the position.
 - e. The number of days for the position shall be determined by the Superintendent.
2. Be posted annually and will be appointed by the Superintendent with the approval of the Board of Education.

II. EDUCATION AND EXPERIENCE

- A. A minimum standard that meets Michigan Compiled Laws (MCL) 380.1246 and the School Administrator Code R 380.102 requiring school administrator credentials shall be met and maintained by all administrators.
- B. Placement on the salary schedule for administrators new to the system shall be determined by the Board of Education on the recommendation of the Superintendent and according to the conditions of this policy.
- C. The Board of Education will provide financial reimbursement to all administrators for graduate tuition and textbooks after successful completion of coursework. Effective 2014-2015 the reimbursement will be \$5,000 for the first \$5,000 incurred expense and 50% remaining expense not to exceed \$2,500.

III. FRINGE BENEFITS

The Board shall provide administrators the following:

- A. Dues in one (1) state administrative organization are to be paid for each administrator. Additional dues to other regional, state or other national associations appropriate to the administrator's interest may be paid if approved by the Superintendent. National conferences will be supported on a rotating basis for one (1) secondary administrator and one (1) elementary administrator annually. The schedule is available from the office of the Superintendent.
- B. The Board shall pay a portion of the monthly premium for medical insurance and prescription which, when annualized, shall not exceed \$7,043.89 for a single subscriber, \$14,730.96 for an employee + dependent or \$19,210.66 for a family. Any insurance costs beyond these capped amounts shall be paid by employees, based upon enrollment status, through payroll deduction. Additionally, any taxes or other payment, such as the Michigan insurance claims tax, which are deemed to be part of the medical cost described in PA 152, shall be included in the insurance costs paid by the employee.

C. Health Insurance Plans

Administrators are eligible for the following coverage's:

1. Medical - Full Family PPO, HDHP or EPO
2. Dental – Full Family
3. Vision – Full Family
4. Group Life
5. Group Long-Term Disability

*The specific company shall be determined by the Board.

Group Long-Term Disability

The Board shall provide all administrators with long-term disability insurance. Gross Monthly Indemnity = 66 2/3% of the insured's basic monthly salary – monthly salary calculation maximum of \$12,000 – with a maximum monthly disability income benefit limit of \$9,445.

Elimination Period - Sixty (60) consecutive calendar days. The Board agrees to protect administrators 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 administrator enough additional sick days to cover the elimination period.

Maximum Income Period – prior to age 60 at disablement, benefit duration to age 65.

**Ages over 60 have staggered benefit durations.

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.

*During the two-year probationary period, this benefit is given at the discretion of the superintendent.

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.

Dental

The Board shall provide all administrators, without cost to the administrator, the following coverage levels: Preventative & Cleanings 100%, Basic Services 90%, Major Services 90%, and Orthodontic Services 90%. The maximum annual benefit shall be equal to one thousand five hundred dollars (\$1,500.00).

Administrators who are covered under another dental insurance plan, either through Lake Orion Schools or another employer is subject to internal and external coordination of benefits.

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

Vision

The board shall provide all administrators and their dependents, without cost to the administrator, vision coverage.

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

**Per LTD Contract

Group Life

Administrators shall be provided with life insurance benefits in the amount of two times the administrator's salary up to a maximum \$225,000. The Board retains the right to select the company.

Waiving Coverage

Administrators not electing medical insurance coverage will receive \$410 per month, payable in bi-annual lump sum cash payments subject to applicable deductions.

The board shall provide without cost to the administrator, dental, vision, life and long term disability coverage's for those who waive the medical coverage.

IV. ADMINISTRATIVE LEAVE

A. Illness and Disability

1. At the beginning of each school year, each administrator shall be credited with a fourteen (14) day sick leave allowance (effective July 1, 2015 twelve (12) day sick leave allowance) to be used for absences caused by illness or disability, or serious illness or quarantine in the family. The family will be defined as husband, wife, father, mother, stepparent, son, daughter, sister, brother, grandparent, parents-in-law, sisters-in-law, brothers-in-law, sons-in-law, daughters-in-law, and grandchildren. 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 administrators 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 administrator 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. An administrator 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 one (1) year, and the leave may be renewed each year upon written request by the administrator 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 effect 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 administrator.
5. An administrator 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 administrator must provide a report from a doctor. In addition, a pattern of absences may also require a doctor's statement.

6. Administrators not reporting to work are to notify the Superintendent's office by 8:00 a.m. the morning of the absence.
7. Family and Medical Leave Act will be in compliance with the Federal guidelines.

B. Extra Leave Days

1. An administrator called for jury duty or to give testimony before any judicial or administrative tribunal, shall be compensated for the difference between the administrative 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 an administrator 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 administrator'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, brothers-in-law, sons-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. Additionally, up to five (5) earned sick leave days may be used for personal business. Personal business days will not be approved for the day preceding nor 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 administrator upon written request for a semester or on an annual basis with permission of the Superintendent and approval of the Board of Education.
2. A military leave of absence shall be granted to any administrator 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 one (1) year of administrative experience for every two (2) years of military service, not to exceed five (5) years of administrative services granted.
3. Maternity/paternity leaves of one (1) year may be granted upon request. These leaves may be extended annually with approval of the Board of Education. An administrator 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 administrator shall be placed in a position of comparable pay scale to the position at time of the leave.

V. ADMINISTRATIVE WORK CALENDAR

All administrators will be expected to work the district calendar, unless approved for leave by the Superintendent. Those administrators with direct student supervisory responsibilities will work the district calendar unless emergency leave is approved by the Superintendent.

1. Contract days will be fulfilled from July 1 to June 30 of each contract year. It is understood that the duties and responsibilities of the administrative job will be fulfilled as directed by immediate supervisor.

	Position	No. of Days	Weeks
a.	High School Principal	230 Days	48
b.	Director of Special Education	230 Days	48
c.	MS Principals	215 Days	45
d.	Elementary Principals	215 Days	45
e.	HS Associate Principal	215 Days	45
f.	Director of Curriculum	215 Days	45
g.	Athletic Director	220 Days	47
h.	HS/MS Assistant Principals	210 Days	44
i.	Learning Options Supervisor	210 Days	44
j.	Special Services Supervisor	215 Days	44

Number of weeks includes holidays and three at-will days. At-will days to be determined by the Superintendent.

2. It is expected that the distribution of work days for all building administrators will include the following:
 - a. days that teachers are scheduled to be at work
 - b. at least two weeks prior to the scheduled teachers start date
 - c. administrators may elect to work up to five (5) of their contracted days outside of their regular calendar. They may also elect to work up to three (3) days from home provided that school is not in session and they have received prior approval from Central Office.
3. Any deviations in the work calendar are to be cleared through the Superintendent and immediate supervisor(s).
4. In the event of an LOEA or AFSCME strike or work stoppage that has the effect of lengthening the administrative work year, schedule adjustments agreeable by both parties will be made or compensation time will be arranged. Where that is not possible, administrators will be paid their contractual number of days.

5. Up to two days can be counted as work days for official school business conducted outside of the normal work day criteria. Days must be included on work day calendar and approved by the Superintendent prior to completion.

VI. TENURE

No administrator shall receive tenure in any administrative position. Administrators who desire shall be re-employed as a teacher consistent with and according to law and consistent with the negotiated teachers' contract.

VII. SABBATICAL LEAVE

Pursuant to Section 572 of the School Code of 1955 as Amended, administrators who have been employed by the Board for seven (7) years may be granted a sabbatical leave for up to one (1) year upon a written request. An administrator receiving sabbatical leave shall return to the school system for at least three (3) years following said sabbatical leave unless other arrangements have been agreed upon by the Board of Education. This arrangement does not imply a three (3) year employment contract with any individual.

- A. Before beginning the sabbatical leave, the administrator shall enter into contract to return to active service in the Lake Orion Community Schools for a period of at least one (1) year after expiration of such leave. An administrator who does not fulfill this agreement shall repay to the Board within two (2) years the amount received by him/her during the sabbatical leave. This rule does not apply in cases where the person becomes incapacitated, or in cases wherein the rule is waived by the Board.
- B. To protect the Board against the administrator's failure to return to his/her administrative position, provided he/she is physically and mentally capable, the administrator shall execute a non-interest bearing note in the amount of the salary payable while on leave. This note shall be paid off by one of two methods:
 1. The face amount of the note shall diminish by an amount equal to one-tenth (1/10) of the original face amount for each nineteen (19) days of service rendered.
 2. The note shall, upon failure of the administrator to return to the system to teach, be payable in twenty (20) installments, beginning with October 1st of the year the administrator should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments, there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be seven percent (7%) on the unpaid balance, effective January 1st of the year the sabbatical was actually used.
- C. All such requests must be submitted to the Board, in writing, by March 1st proceeding the year for which the leave is being requested.
- D. While on sabbatical leave, administrators shall be provided full fringe benefit protection at Board expense.

- E. An administrator, upon return from sabbatical leave, shall be restored to his/her former position of like nature and status and shall be placed at the same position on the salary schedule as he/she would have had, had he/she worked in the district during such period.

VIII. STUDENT DISCIPLINE AND ADMINISTRATOR PROTECTION

- A. An administrator 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. 15.3775-3757 and Board policy.
- B. Any instance of assault upon an administrator while in the performance of his/her assigned administrative 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 administrator in connection with the investigation, prosecution and disposition of the matter by the proper authorities. All medical expenses not otherwise reimbursed shall be paid by the Board.
- C. Time lost by an administrator in connection with such assault or such criminal or civil action by reason of disciplinary measures imposed by the administrator upon a student, shall not be charged against said administrator unless he/she is adjudged guilty by a court of competent jurisdiction.
- D. Administrators 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 administrator is sued by reason of disciplinary action, as appropriate and allowed by Board policy, taken by the administrator against a student, the Board will provide counsel to advise the administrator of his/her rights and obligations with respect to such action. Should the administrator require legal representation, our liability insurance would go into effect and counsel would become the responsibility of the insurance carrier. Administrators are covered under an "errors and omissions" policy.
- F. Since the administrator's authority and effectiveness is undermined when students and their supervisory staff discover that there is insufficient backing and support of the administrator, the Board recognizes its responsibility to give full support and assistance to administrators with respect to the maintenance of control and discipline.
- G. No final action shall be taken upon any complaint toward an administrator nor shall notice thereof be included in said administrator's personnel file unless such matter has been discussed with the administrator concerned, who shall be entitled to speak in his/her defense.
- H. The school will provide liability insurance coverage for each administrator up to one million dollars (\$1,000,000.00).
- I. Legal Representation: An Administrator shall be granted access to the Lake Orion Community Schools Legal Counsel to represent them in the event of a contract review and or a dispute of compensation used in the calculation of retirement by the Office of Retirement Services (ORS) at no cost to the Administrator.

IX. OFFICE HOURS

The administrative work day, during the scheduled days of instruction, shall be eight hours, inclusive of the teacher workday.

It is expected that administrators 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 administrators will work beyond that minimum expectation.

X. EMERGENCY CLOSING

Administrators may work remotely, in the event that schools are closed due to emergency situations, i.e., inclement weather, etc.

XI. VACANCIES, PROMOTIONS AND TRANSFERS

A. The board shall, during the school year, notify the administrative staff of teaching and supervisory vacancies. The vacancies shall be posted in each building for seven (7) school days during the school year. During the summer vacation, vacancies shall be posted seven (7) work days in the Central Office.

Administrators may request to be placed on a mailing list for summer postings, which the Board agrees to mail.

B. The Board agrees that all Lake Orion administrators, so requesting, shall be interviewed for all vacancies for which they apply and for which they are qualified. It shall be the responsibility of the Board to hire the best candidate available, whether that candidate be from within the system or from outside the system. Consideration will be given to the known factor on inside candidates.

XII. ADMINISTRATIVE STAFF REDUCTION AND RECALL

Administrative staff reduction and recall are governed by Board Policy in accordance with applicable law.

XIII. ADMINISTRATIVE PERSONNEL DUE PROCESS

The discipline and discharge of administrative personnel are governed by Board Policy in accordance with applicable law.

XVII. REVIEW OF DOCUMENT

The Administrative Conditions of Employment may be reviewed annually. The administration may make recommendations for change when the need arises, or financial conditions necessitate. Conditions of Employment will be published to all administrators with 30 days of revision.

Ben Kirby, Superintendent

Date