

# Non-Instructional Directors’ Conditions of Employment

Effective July 1, 2023

An objective system of paying all Non-Instructional Directors has been developed by the Board of Education of the Lake Orion Community School District, hereinafter referred to as the “Board” and Non-Instructional Directors that takes into account factors which link wages to responsibilities. This document covers the following positions:

Grade	Position
4	Director of Business and Finance
3	Director of Communications
3	Director of Technology
2	Director of Early Childhood
2	Director of Transportation
1	Director of Food Service

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

## I. COMPENSATION

### Salary Schedule

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
4	\$102,229	\$103,842	\$105,476	\$107,131	\$108,796
3	\$93,360	\$94,832	\$96,325	\$97,836	\$99,357
2	\$86,202	\$87,560	\$88,939	\$90,339	\$91,761
1	\$77,188	\$78,403	\$79,637	\$80,872	\$82,125

#### \*Additional Responsibility Factor

The following positions granted an additional responsibility factor is as follows:

Director of Business and Finance	\$3,375
Director of Early Childhood	\$3,375
Director of Food Service	\$3,375
Director of Transportation	\$5,175
Director of Communication	\$3,375
Director of Technology	\$3,375

\*Add this amount to the base salary

**\*Tax Shelter Annuities**

All Non-Instructional Directors will receive a Board funded tax-sheltered annuity, in the amount of 6% of base salary. 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>.

**\*Merit Pay**

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

**Payment of Salary**

- A. Non-Instructional Director salaries will be paid in twenty-six (26) equal installments. The Non-Instructional Director contract year shall be from July 1 to June 30, and annual pay will be distributed during this time.
- B. All Non-Instructional Directors will be expected to work a 260-day calendar, unless approved for leave by the Superintendent.
- C. 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.

**D. 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):

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

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

E. 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 maybe credited to Non-Instructional Directors who were under Directors' contract in other districts.

**Contract Years:**

5-8 Years	\$3,500
9-14 Years	\$4,500
15 years and up	\$5,600

\*Longevity pay shall be issued in two equal installments.

F. Mileage Reimbursement

Mileage related to school business, above 100 miles one way, will be reimbursed at the current IRS rate. \*Director of Communications is an exception and receives direct mileage earned.

**Vacation Schedule**

Years	0-3	4-10	11+
Days	15	20	25

Directors may elect to use vacation days not taken in the preceding school year up until July 31 in a subsequent year only and may elect to be paid a maximum of five (5) unused vacation days upon written request to the Superintendent.

## Holidays

Paid holidays will be granted during which time employee is regularly scheduled to work as follows:

Independence Day	New Year's Eve Day
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Day after Thanksgiving	*Presidents Day
Christmas Eve Day	Memorial Day
Christmas Day	

\*If school is not in session.

## Education

- A. The Board of Education will provide financial reimbursement to all Non-Instructional Directors for graduate tuition and textbooks after successful completion of coursework. The reimbursement will be \$5,000 for the first \$5,000 incurred expense and 50% remaining expense not to exceed \$2,500.
- B. 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 on a case-by-case basis.

## 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.

Should a 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 administrator will be required to repay the school district.

## Retirement Pay

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.

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 thirty (130) of their unused sick days.

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

At the option of the Non-Instructional Director, 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.

A Non-Instructional Director who continues to serve in a Director 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 HAP and all other fringes that are extendable. Any director 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.

## **II. FRINGE BENEFITS**

The Board shall provide Non-Instructional Directors, the same fringe benefits as given to district administrators.

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 + spouse 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.

### **A. 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 Non-Instructional Directors 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) straight calendar days or accumulated sick leave, whichever is greater. 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 - 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.

\*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 Non-Instructional Directors without cost to the Non-Instructional Director 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).

Non-Instructional Directors 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 Non-Instructional Directors without cost to the Non-Instructional Directors, vision coverage for all Non-Instructional Directors and their dependents.

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

\*\*Per LTD Contract

## **Group Life**

Non-Instructional Directors shall be provided with life insurance benefits in the amount of two times the administrator's salary up to a maximum \$225,000 including \$5,000 AD&D Basic Term Life. The Board retains the right to select the company.

## **Waiving Coverage**

Non-Instructional Directors 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 Non-Instructional Directors, dental, vision, life and long term disability coverages for those who waive the medical coverage.

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

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

1. At the beginning of each school year, each Non-Instructional Director shall be credited with a twelve (12) 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 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. 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 one (1) year, 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.
7. Family and Medical Leave Act will be in compliance with the Federal guidelines.

**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 cumulative. 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. Additionally, up to (4) 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 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 one (1) year of Non-Instructional Directors' experience for every two (2) years of military service, not to exceed five (5) years of Non-Instructional Directors' services.
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. 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.

#### **IV. TENURE**

No Non-Instructional Director shall receive tenure in any Non-Instructional Directors' position.

**V. INCLEMENT WEATHER**

Administrators, with the approval of their supervisor, may work remotely, in the event that schools are closed due to emergency situations, i.e., inclement weather, etc. Should this occur, no loss of leave days or pay days shall be incurred by the administrator.

**VI. 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.

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Ben Kirby, Superintendent

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Date Signed

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Date Signed