

## INTERNAL MONITORING REPORT

May 14, 2018

Policy:	3.4 Compensation and Benefits
Policy Category:	Superintendent Limitations
Period Monitored:	December 11, 2017 – May 14, 2018

This is my monitoring report on the Board of Education's Executive Limitation policy "Compensation and Benefits." I certify that the information contained in this report is true and complete, and presented in accordance with the routine monitoring report schedule. This report will monitor the policy starting at its more detailed prohibitions and end with the global prohibition.



Scott Korpak  
Superintendent

May 14, 2018

### **POLICY LANGUAGE 3.4.1**

*The Superintendent shall not operate without written policies which clearly identify compensation and benefits for staff.*

#### **Interpretation:**

I interpret this *policy wording* to mean:

The Superintendent and administrative staff follow the wages and benefits stated in the respective master agreements or contracts of staff in the District.

#### **Data Reported:**

Compensation and benefits are clearly defined in all negotiated agreements and contracts and have been approved by the Board of Education. All agreements, and manuals where applicable, are available online at [www.nvps.net](http://www.nvps.net) and in hardcopy for your review.

- Northview Education Association
- Administrators
- Building Administrative Assistants\*
- Maintenance
- Custodial
- Paraprofessionals
- Food Service\*
- Transportation\*
- Administrative Support\*
- Interpreters\*

\*These contracts either end on June 30, 2018 or have wage openers for next year.

#### **Conclusion Statement:**

The organization met expectations.

### **POLICY LANGUAGE 3.4.2**

*The Superintendent shall not change his/her own compensation and/or benefits.*

#### **Interpretation:**

I interpret this *policy wording* to mean:

The Board of Education sets the annual compensation and benefits package for the Superintendent. The financial enhancements, in addition to base salary, do not exceed those received by other employees, except as outlined in the employment contract executed by the Board and Superintendent.

**Data Reported:**

I have not initiated any changes to my base salary and/or other financial enhancements outside of those outlined in the executed contract between myself and the Board of Education. Changes to the annual contract are initiated by the Board of Education after the completion of the annual Superintendent evaluation and are reviewed for quality assurance by the Director of People, Organization and Accreditation, the Director of Finance and the Board of Education’s legal counsel.

Further, our financial auditors and the workers’ compensation auditors annually review the Superintendent’s contract.

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.3**

*The Superintendent shall not promise or imply guaranteed employment.*

**Interpretation:**

I interpret this *policy wording* to mean:

Superintendent policies, master agreements and other employment related contracts do not contain language that indicates entitlement to employment beyond the current fiscal year, and provides for staff reduction as may be required.

**Data Reported:**

Administrative – Employees within this classification may have multiple year contracts up to a maximum of two years (July 1 – June 30 or August 1 – July 31). Each employee within this classification is provided an updated contract on an annual basis.

Certified Staff – State statute (MCL Act 4 of 1937) outlines that all new teachers to Northview Public Schools who have not received tenure in another district in the state of Michigan are subject to non-renewal during the first five years of

employment with the District. Upon completion of the probationary period, teachers are subject to the Teacher Tenure Act PA 194 of 1999 and therefore, subject to dismissal only on statutory grounds. The State School Code and the Master Agreement state that the removal of tenured staff may be made only for a reason that is not arbitrary or capricious.

In the case of a “staff reduction”, Board Policy (3131) and state law (MCL 380.1248) related to the reduction of staff shall be used to implement the required reductions.

Support/Classified Staff – Reductions in force can be accomplished as outlined in the Master Agreement.

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.4**

*The Superintendent shall not ratify collective bargaining agreements.*

**Interpretations:**

I interpret this *policy wording* to mean:

The Superintendent or his/her designee may negotiate collective bargaining agreements with the respective units. Tentative agreements may be reached, but final approval must be granted by the Board of Education.

**Data Reported:**

The following employee groups have two year agreements that will expire during the summer of 2019.

- Northview Education Association: August 31, 2019
- Administrators: July 31, 2019
- Building Administrative Assistants: June 30, 2019 – wage opener 7/1/18
- Maintenance: June 30, 2019
- Custodial: June 30, 2019
- Paraprofessionals: June 30, 2019

The following employee groups have one year agreements that will expire during the summer of 2018.

- Food Service: June 30, 2018

- Transportation: June 30, 2018
- Administrative Support: June 30, 2018
- Interpreters: June 30, 2018

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.5**

*The Superintendent shall not deviate from contractual agreements.*

**Interpretation:**

I interpret this *policy wording* to mean:

Fewer than four formal grievances per fiscal year (July 1 - June 30) are filed by employees related to the deviation from contractual agreements.

**Data Reported:**

One formal grievance has been filed since July 1, 2017.

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.6**

*The Superintendent shall not administer policies in an inconsistent or inequitable manner.*

**Interpretation:**

I interpret this *policy wording* to mean:

Fewer than four formal grievances per fiscal year (July 1 - June 30) are filed by employees related to inconsistent or inequitable administration of policies.

**Data Reported:**

One formal grievance has been filed since July 1, 2017.

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.7**

*The Superintendent shall not establish current compensation and benefits which materially exceed the geographic or professional market for the skills employed.*

**Interpretation:**

I interpret this *policy wording* to mean:

Salary plans and other financial enhancements, as part of total compensation will not exceed or be below the Kent Intermediate School District (KISD) market by 10% as summarized for each of the employee groups. The target of a 10% spread for the summarized salary and benefits survey data is reasonable because of our organizational value of neither being at the top nor the bottom of the KISD geographic market.

**Data Reported:**

Salary and benefit studies show that Northview employee groups are at the mid-point of comparable groups within Kent ISD.

**Conclusion Statement:**

The organization met expectations.

**POLICY LANGUAGE 3.4.8**

*The Superintendent shall not create obligations over a longer term than revenues can be safely projected, in all events subject to losses in revenue.*

**Interpretation:**

I interpret this *policy wording* to mean:

Total compensation costs, inclusive of accrued benefits paid out on an annual basis, are analyzed and integrated into budget planning for the current fiscal year and one year projections.

**Data Reported:**

The overall increase received on an annual basis is subject to funding/revenue provided by the State. Total cost of “contracts” and pay plans are analyzed annually to include benefit costs. Budget planning takes into consideration annual and one year projections that include compensation and benefits.

**Conclusion Statement:**

The organization met expectations.

**GLOBAL POLICY LANGUAGE 3.4**

*With respect to employees’ compensation and benefits, the Superintendent shall not cause or allow fiscal integrity or public image of the District to be jeopardized.*

**Interpretation:**

I submit the Board’s policy has been comprehensively interpreted and data reported in the preceding sections.

**Conclusion Statement:**

The organization met expectations.