

CONTRACT OF EMPLOYMENT
Administrator

It is hereby mutually agreed by and between the Escanaba Area Board of Education (hereinafter Board) and **MIDDLE SCHOOL PRINCIPAL** (hereinafter Administrator) that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said **ADMINISTRATOR NAME** as Administrator from **July 1, 2011 through June 30, 2014**, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of: **Administrator**, as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. The Board shall review this contract with the Administrator annually, and shall, on or before June thirtieth of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action in writing. In the event the contract is extended, a new document shall be prepared, inclusive of the new dates of employment and shall require new signatures by the Administrator and Board.
3. Administrator represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Administrator. If, at any time, the Administrator fails to maintain all certificates, credentials and qualifications for the position of Administrator as required herein, this contract shall automatically terminate and the Board shall have no further obligations herein.
4. Administrator may be transferred or laid off upon 30 days notice following Board action. An administrator who has been laid off shall retain rights to recall to a non-specific administrative position for a period of three years. In the case of multiple layoffs, recall shall be in the order of most service as an Escanaba administrator (most service - first recalled.) If an Administrator refuses recall, then all contractual rights shall be terminated. Administrative job openings will be posted internally with administrators having the opportunity to apply with the understanding that the Board has a right of refusal.
5. The Administrator agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code, the Board and Superintendent.
6. Administrator shall be paid an annual salary of not less than (**ENTER CURRENT CONTRACT**) in consideration of his/her performance of the duties and responsibilities of the position of Administrator in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period.

Merit pay will be based on Administrator's performance evaluation (consistent with the EEA

language) and will be paid out at the end of the school fiscal year to Administrator as follows:

a) Exceeds Goals	\$3.00
b) Meets Goals	\$2.00
c) Progressing Toward Goals	\$1.00
d) Did Not Meet Goals	\$0.00

The Board hereby retains the right to adjust the salary of the Administrator during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this contract.

7. Administrator is employed for a period of **Forty-Seven (47)** weeks of work per year, July 1 through June 30, as scheduled by the Board. Administrator shall be granted vacation time of **Twenty-Five (25)** days per fiscal year. Administrators may “carry over” up to five (5) vacation days per fiscal year, with approval of the Superintendent, if said days were unused due to time required by the district. Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. If the administrator is unable to use his/her vacation days due to required district responsibilities, the Superintendent at his/her sole discretion may authorize use of the days within a specific prescribed period.
8. Administrator's performance shall be evaluated by the Superintendent, or his designee, annually and presented to the Administrator in writing no later than June 1 in any given school year.
9. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he/she may have legal counsel at his/her own expense.
10. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education and is subject to Section 1229 of the Revised School Code. MCL 380.1229.
11. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Administrator's discharge, non-renewal or alleged violation. The parties are entitled to have legal

or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

12. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position of Administrator by virtue of this contract or any employment assignment of this school district. The Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
13. Administrator shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Administrator is capable of performing the duties required in his/her assignment. The Board may require the Administrator to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Administrator to perform his/her duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.
14. The Board will provide to the employee MESSA(s) Choices II with a \$500/\$1000 In-Network / \$1000/\$2000 Out-of-Network deductible, with a Co-Payment option of \$20 Office Visit/\$25 Urgent Care/\$50 Emergency Room; and with a Saver RX for prescription drugs for the contract period for the employee's entire family; provided, however, that the employee shall pay any and all deductibles required in such insurance plan or coverage. When appropriate, Medicare premiums will be paid on behalf of eligible spouses or their dependents. The Board will pay the deductible amount into a Flexible Spending Account (FSA) on behalf of each employee pre-tax. The Board shall pay no more than 80% toward the costs of said insurance / deductible, with the employee paying the remaining 20%.

The Board will provide dental services provided by Delta Dental, Plan E, with orthodontic rider (0-7), calling for payment up to 80% of dental charges. The Board shall pay 80% of the premium, with the employee paying 20% of the premium. This plan will include internal and external coordination of benefits.

The Board will provide continuous coverage for MESSA Vision Care Plan 3 each school year. The Board shall pay 80% of the premium, with the employee paying 20% of the premium. This plan will include internal and external coordination of benefits.

Annuities *In Lieu of Health Care* shall remain the same as 2010/2011; SS \$274.28, ES/EC \$96.61; No Health \$567.10.

15. The Board shall make provisions for the Administrator to contribute (payroll deduction) to any tax sheltered annuity program of the Administrator's choice. In addition, the district shall allow the Administrator to select an annuity contribution in lieu of the district's health care contribution. Said contribution shall be limited to the rate established for all district employees who participate in this option. Any tax liability resulting from participation in an annuity plan shall be the sole responsibility of the Administrator. The Board shall be held harmless and indemnified with respect to any taxes due plus interest and penalties, if any, arising from the Administrator's

participation.

16. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third part administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Administrator is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
17. All "Act of God" days and vacation days contained in the negotiated school calendar (start of school to end of school) shall be considered non-duty days for Administrators. In addition, July 4 and Labor Day shall be non-duty days.
18. If Administrator is absent from duty on account of personal illness or disability including absences due to maternity, or because of death or illness in the immediate family, he/she shall be allowed full pay for a total of **sixteen (16) days** per contract year. (**Maximum Available: 235 days**). The term "immediate family" shall include the following: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, and grandchildren.

The Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated there under.

The Administrator shall be eligible for **four (4) days of leave time**, subject to approval by the Superintendent, for the purposes of conducting business of a personal nature. Unused days shall not be carried over to the next contract year, or compensated for in any manner.
19. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Administrator for out-of-district travel shall be submitted for review and approval by the Board. Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. Mileage shall be at the IRS rate.
20. The Board shall pay the dues of the Administrator for membership in State and National professional organizations, for up to three memberships' dues in any one (1) year.
21. Should the Administrator leave the district for any reason (other than termination for cause) after having been continuously employed by the district for a period of 20 years, or 10 years as an administrator (in Escanaba), or retire from public education after 10 years of continuous employment, the Administrator shall be paid a terminal leave payment as follows: Number of unused sick days ___ (**175 maximum**) X 75% of the current per diem contract rate. The number of contract days to be used in this calculation shall be **Two Hundred Thirty-Five (235)**. In the event of the death of the Administrator, the terminal leave payment shall be paid to the designated beneficiary.
22. Early Retirement Compensation Benefits – See Attached Addendum.
23. The Board shall reimburse the Administrator 75% of the tuition paid for graduate level courses as approved by the Superintendent, not to exceed three (3) credits per fiscal year.

24. In the event the Administrator is hired at a time other than July 1, the salary, corresponding reference to bi-weekly installments, vacation time and any fringe benefits shall be prorated over the remaining time in the contract year to reflect the proportional time of employment for the Administrator.
25. This contract of employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of the Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Administrator by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Administrator and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Administrator and the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.
26. If any provision of this agreement becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
27. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.
28. Pursuant to P.A.4 of 2011, the Board and Administrator shall follow the state guidelines regarding the appointment of an emergency financial manager.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

Date

MIDDLE SCHOOL PRINCIPAL

ESCANABA AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

Date

CURRENT BOARD PRESIDENT

Date

CURRENT BOARD PRESIDENT

Addendum to Administrative Contract

Early Retirement Compensation

An Administrator who has acquired a minimum of ten (10) years of service in the Escanaba Area School System and who will meet state requirements for retirement by September 1 of the school year may at his or her option request early retirement. Retirement as used in this policy shall mean severance of active employment with the Escanaba Area Public Schools and verification to the Board of an application from the administrator to the Michigan Public Schools Employees' Retirement System for retirement benefits of said retirement system. The affected administrator will notify the Superintendent of Schools of his or her early retirement in writing no later than March 1 prior to the next school year when such retirement will take effect. If an administrator decides to retire after March 1, but before October 31, his or her request for early retirement incentive must be agreed to by both the Board and the Association. Applicants who do not notify the Board by March 1 or obtain the mutual consent of the Board and the Association shall not be eligible for the benefits outlined in this policy.

Qualified retirees shall receive One Hundred Fifty (\$150.00) Dollars per month from the Board, beginning on September 1 of the first school year of their retirement, for a period not to exceed six (6) years. The first payment shall be made on the appropriate September 1 and subsequent payments shall be made on the first of each month thereafter. If the first payment will jeopardize retirement benefits, it will be delayed thirty (30) days. A lump sum payment may be elected and will be paid January 1 of each year covering the period of time from September 1 to October 31.

The \$150.00 monthly benefit can be applied toward the payment of health insurance in effect under the Master Agreement between the Board and the Association at the time of applicable benefits if the retiree submits such a request in writing and is eligible for coverage under the group health insurance then in effect.

In the event of death of the retiree prior to his or her 6th year, benefits will be paid to the retiree's spouse, if any, or dependent, if any, as defined by the I.R.S. for the same amount of time as it would had the administrator lived throughout the period.

If a Michigan court, following exhaustion of all available state appeals, rules that early retirement incentive plans are in violation of law, then the Early Retirement Incentive Program described in this policy shall be null and void. In such case, the retirees shall have no cause of action against the Board whatsoever.

Persons retiring due to a medical disability which qualified them for retirement benefits from the Social Security Administration, the State Retirement Board, Workers' Compensation, or any Board provided disability insurance are not eligible to qualify for benefits under this policy. Once a person is receiving benefits through this policy, however, no subsequent disability will adversely affect those benefits. The rights of any retiree and the benefits to be paid to the retiree shall be only those specifically set forth herein. Such rights or benefits shall not be altered if this Policy, or any amendment or replacement thereof, should be changed in any way in the future.

The retiree shall lose eligibility for the rights and benefits set forth herein, if the administrator returns to full-time teaching or in an administrative capacity for compensation at any level or location.

The Board, by payment of the monthly amounts required hereunder, shall be relieved from all liability with respect to any benefits provided in this policy. The retiree's benefits and rights shall be specifically limited to the payment of the monthly amount provided for herein. The failure of any insurance company to provide any of the benefits which it has contracted for, for any reason, if such benefits are selected by the retiree, shall not result in any liability to the Board, nor shall such failure be considered a breach by the Board of any obligations or duties under this policy.