

Pine River Area Schools**Individual Contract of Employment
Central Office Staff/Directors
2006-2007
2007-2008**

It is hereby agreed by and between the Board of Education of the Pine River Area Schools District (hereinafter "Board") and **«FirstName»«LastName»** (hereinafter "Central Office Employee") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 6th day of November, 2006, has and does hereby employ the said employee for a two (2) year period commencing on July 1, 2006 and ending on June 30, 2008, according to the terms and conditions as described and set forth herein as follows:

1. The Central Office Employee shall perform the duties of **«JobTitle»** as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Central Office staff acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

The Central Office Employee is subject, during the term of this Contract, to assignment and transfer to another position of central office employment in the School District at the discretion of the Board or its Superintendent of Schools.

2. The Central Office Employee agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Employee agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Further, Central Office staff pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibility.

4. Salary. The Central Office Employee shall be paid at an annual salary rate of not less than **«SalaryText»** Dollars (**\$«Salary»**) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectation of the Board and Superintendent.

Should the Central Office Employee be assigned or transferred to another position, the salary paid shall be as established by the Board for that position. The annual salary should be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30).

The Board hereby retains the right to adjust the annual salary of the Central Office Employee during the term of this Contract. 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 Central Office staff member and the Board, shall become a part of this Contract.

5. Central Office Employees are employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent. The Central Office staff shall be granted vacation time as follows. (Exceptions may be made at the discretion of the Superintendent.)

1 st -5 th year	15 days
6 th -15 th year	20 days
Beginning with 16 th year	25 days

Vacation days must be used within the fiscal year for which they are made available or the Central Office Employee shall receive compensation at their per diem rate in lieu of use during that fiscal year.

The Central Office Employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

6. Evaluation. The Central Office staff member's performance shall be evaluated by the Superintendent bi-annually.

7. Leave from Work.

A. Leaves of absences for reasonable periods not to exceed one year shall be granted upon request for maternity and child care leaves or other purposes at the discretion of the superintendent.

8. Health Care Benefits. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Employee and his/her eligible dependents for the following insurance programs:

A. MESSA - PAK Plan A includes:

SUPER CARE 1 Health Insurance-Deductible \$50/\$100 +
\$5.00/\$10.00 prescription co-pay

Dental Insurance: Delta Dental with coordination of benefits
80/80/80/80 \$1000; 80 - \$1300 orthodontics – children up to age 19)
Sealants

Life Insurance: Negotiated Life - \$30,000 AD&D and waiver of premium

Vision Insurance - VSP-2 Silver, Preventative Care Rider

Long Term Disability 60%, \$2500 maximum per month
90 calendar days modified fill
Freeze on offsets
Alcohol/drug addiction 2 year limit
Mental/nervous 2 year limit

All employees enrolled in PAK Plan A will contribute \$45. per month pre-tax beginning in February, 2005 or choice of support staff insurance benefits if different than above.

B. MESSA - PAK Plan B includes:

Delta Dental with coordination of benefits Same as Plan "A"
Vision - VSP –3Gold
Negotiated Life - same as Plan "A"
Long Term Disability - same as Plan "A"

9. Insurance Carrier. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Employee and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Employee 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 amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

10. Longevity.

A. A longevity payment of the amount specified in the following schedule will be paid per year to a Central Office Employee after the number of years specified.

Beginning in the 5 th year as a district employee in the Pine River Area Schools	2% of base rate
Beginning in the 10 th year as a district employee in the Pine River Area Schools	3% of base rate
Beginning in the 15 th year as a district employee in the Pine River Area Schools	4% of base rate

11. Universal Buy-In / Retirement Incentive. The Pine River Area School district will offer an Employee their choice of one of the following retirement incentives:

A. Any Central Office Employee who resigns with an effective resignation date of three (3) school years or less, who has at least twenty (20) years of MPERS service will be placed on Longevity Step J at the time his/her

resignation is accepted by the board or designee. Placement on Step J shall not exceed a maximum of three (3) years. Step J shall be computed by adding \$5000 to the Central Office employee's salary.

- B. The Pine River Area Schools will buy three years of service credit from the Michigan Public School Retirement System under the following circumstances:
- C. Any Central Office Employee who notifies the school district by April 1, of their retirement from the school district as of June 30th of each year will be eligible under this Article. The payment for service will be made in June of the retirement year to the Michigan Public School Retirement System. (Anyone who has participated in Step J and changes over will only receive a pro rated amount based on Step J previous payments.)

"Retirement" as used in this provision shall mean severance of employment with the district; verification of an application of the administrator to MPERS for retirement benefits from said Retirement System; and verification from MSPERS that the employee is eligible and has applied for retirement benefits.

Each Central Office Employee is responsible for all taxes resulting from the retirement incentive plan. Deductions for withholding will be made as needed. These incentives are intended as voluntary retirement options for those eligible to receive benefits under the Michigan Public School Retirement Program.

If any of these provisions are found to be contrary to law, the parties will meet to reach an acceptable agreement under the law, however, all other provisions will remain in effect.

12. Payment of Unused Sick Leave

- A.. A Central Office Employee shall receive 100% of the unused sick leave at the rate of 50% of said Employee's per diem pay upon retirement when said Employee is employed by the Pine River Area Schools at the time of the retirement.
- B A Central Office Employee who has served a minimum of five (5) years as a Central Office Employee in the Pine River Area Schools shall be entitled to severance pay equal to 100% of the unused sick leave at the rate of 50% of said Employee's per diem pay upon being granted a release from his/her contract.

13. Annuities. Central Office Employees hired in during the life of this contract will receive an annuity benefit package of \$3000 for the 2006-07 and 2007-2008 school years.

14. Holidays. Central Office Employee is entitled to the following holidays for which no service to the School District is required:

- | | |
|------------------|----------------------------|
| New Years Day | Opening Day of Deer Season |
| President's Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Years Eve |

15. Sick Leave. If a Central Office Employee is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum 180 days for absence due to personal illness or disability of the Central Office Employee. Each Central Office Employee may elect to take up to 10 days annually to be deducted from sick leave for illness in the immediate family. (Spouse, siblings, children, grandchildren, parents, grandparents, parent-in-laws, household dependents.)

16. Personal Business. The Central Office Employee is entitled to use three (3) days per year for personal business, one day to be used in a non-school time. The Superintendent must approve such leave in advance. Requests for personal leave must be in writing two (2) working days in advance, except for emergencies. Such leave may not be used in conjunction with vacation or holidays. Such leave must be used for business that can only be conducted during normal working hours and shall not be used for other employment or recreation.

These days are not cumulative and shall not be deducted from any other paid leave. However, any Central Office Employee not using his/her personal leave will have any unused personal leave time credited toward his/her sick leave accumulation.

17. Court Appearance. Other leaves with pay not deductible from sick leave are absences for court appearances as a witness in any case connected with the Central Office Employee's employment under the board. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, received by the Central Office Employee in the form of witness fees or jury pay will be given to the board to offset wages paid.

18. Funeral Leave. Central Office Employees may use in any one school year, up to six days for death in the immediate family without deduction from sick leave, thereafter up to four (4) days may be used for death in the immediate family, which shall be deductible from sick leave. The foregoing days shall be non-accumulative. Notification for leaves for a funeral is expected as soon as practicable to the superintendent.

19. Tuition Reimbursement. Tuition will be reimbursed by the Board of Education upon successful completion from an accredited college or university. The superintendent must approve the course selection prior to enrollment.

20. Expense Reimbursement. The Central Office Employee 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 expense to be incurred by the

employee for out-of-district travel shall be submitted in advance for review and approval by the Superintendent or his/her designee. The Central Office Employee shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Superintendent or his/her designee.

21. This Contract contains the entire agreement and understanding by and between the Board and Central Office Employee with respect to the employment of Employee 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 the employment of Central Office Staff by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Central Office Employee 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.

22. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

23. This Contract is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on November 6, 2006, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: _____

«FirstName»«LastName»
Central Office Employee

PINE RIVER AREA SCHOOLS
BOARD OF EDUCATION

Date: _____

By _____
Superintendent

Pine River Area Schools
Administrative Salary Schedule

SCHEDULE A

Base Annual

Present Employees

<u>Classification</u>	<u>2006/2007</u>	<u>2007/2008</u>
Business Manager	53,318	54,918
Payroll Secretary	39,469	40,653
Superintendent's Secretary	37,813	38,947
Systems & Network Administrator	49,450	50,934
Maintenance Director	38,191	39,337
Technology Director	56,650	58,350

Dated this _____ day of _____

James Ganger, Superintendent-Pine River Area Schools