

**PINE RIVER AREA SCHOOLS****SCHOOL ADMINISTRATOR CONTRACT OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Pine River Area School District (hereinafter "Board") and «**FirstName**» «**LastName**» (hereinafter "Administrator") 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 \_\_\_\_ day of \_\_\_\_\_, 2007, has and does hereby employ the said Administrator for a two 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. Administrator 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. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto.

Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the School District at the discretion of the Board or its Superintendent of Schools.

2. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract may terminate and the Board shall have no further obligations hereunder.

3. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator 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, Administrator 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. Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the

School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid at an annual salary rate of not less than «Salary\_Text» Dollars (\$«Salary1»), as prescribed in Schedule A, in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/Contract year (July 1-June 30).

5. Administrator is employed on the basis of the number of work days prescribed in Schedule A per fiscal year (July 1 through June 30) as scheduled by the Superintendent. Any changes in the work schedule will be subject to the approval of the Superintendent or his/her designee.

6. It is agreed that by March 31 of each school year under this contract the Administrator shall be evaluated as to his/her professional service. The evaluation shall be rendered in a fair and constructive manner. The Administrator shall be given a copy of the evaluation and shall be afforded the opportunity to submit a written response to the contents thereof in the area of the evaluation. Should the Administrator not be evaluated as required by the paragraph, his/her performance shall be deemed to be satisfactory in all respects and for all purposes.

7. Terms of Contract. The term of this Contract shall be extended each year for one additional year beyond the Contract's expiration date unless the Board gives notification of non-extension in writing at least sixty (60) days before the end of the Contract year. The Board shall not determine not to extend for arbitrary or capricious reasons.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes determined to be sufficient by the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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 shall be in compliance with section 1229(2) and (3) of the Revised School Code and for a reason which is not arbitrary or capricious.

9. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least thirty (30) days notice of termination prior to the effective date of layoff.

10. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

11. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board or Superintendent, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of Administrator by the Board or Superintendent shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. 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 Administrator and his/her eligible dependents for the following insurance programs:

- a. MESSA- PAK Plan A includes:
  - i. SUPER CARE I Health Insurance-Deductible \$50/\$100 + \$5.00 prescription co-pay.
  - ii. Dental Insurance: Delta Dental with coordination of benefits 80/80/80/80 \$1,000; 80 - \$1,300 orthodontics - children up to age 19; Sealants.
  - iii. Life Insurance: Negotiated Life - Two (2) times the highest Administrators salary rounded to the nearest thousand AD&D and waiver of premium.
  - iv. Vision Insurance B VSP-2 Silver, Preventative Care Rider.
  - v. Long Term Disability 60%, \$2,500 maximum per month; 90 calendar days modified fill; Freeze on offsets; Alcohol/drug addiction two (2) year limit; Mental/nervous two (2) year limit.
- b. MESSA- PAK Plan B includes:
  - i. 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".

14. 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 Administrator 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. 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 amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

15. In lieu of aforementioned medical coverage, the Administrator may elect to receive the amount equal to the single subscriber coverage, or have that amount placed in a tax-deferred annuity.

16. Longevity.

- a. A longevity payment of the amount specified in the following schedule will be paid per year to an administrator after the number of years specified.
  - i. After three (3) years as an administrator in the Pine River Area Schools, the Administrator will receive an additional one (1) percent of his/her current Administrative pay.
  - ii. Beginning in the sixth year as an administrator in the Pine River Area Schools, the Administrator will receive an additional two (2) percent of his/her current Administrative pay.
  - iii. Beginning in the ninth year as an administrator in the Pine River Area Schools, the Administrator will receive an additional three (3) percent of his/her current Administrative pay.
  - iv. Beginning in the twelfth year as an administrator in the Pine River Area Schools, the Administrator will receive an additional four (4) percent of his/her current Administrative pay.
- b. Universal Buy-In/Retirement Incentive. The Pine River Area School District will offer an administrator his/her choice of one of the following retirement incentives:
  - i. Any administrator who resigns with an effective resignation date of three (3) school years or less, who has at least twenty (20) years of MPSERS 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 \$6,000 to the Administrator's Salary.

- ii. The Pine River Area Schools will buy three (3) years of service credit from the Michigan Public School Retirement System under the following circumstances:

Any administrator who notifies the District by April 1<sup>st</sup> of his/her retirement from the District as of June 30<sup>th</sup> of each year will be eligible under this Article. The payment for service will be made in July 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).

- c. "Retirement" as used in this provision shall mean severance of employment with the District; verification of an application of the administrator to MPSERS for retirement benefits from said Retirement System; and verification from MPSERS that the employee is eligible and has applied for retirement benefits.
- d. Each Administrator 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.
- e. 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.

17. Payment of Unused Sick Leave.

- a. An Administrator shall receive 100% of the unused sick leave at the rate of 40% of said Administrator's per diem pay upon retirement when said Administrator is employed by the Pine River Area Schools at the time of the retirement.
- b. An Administrator who has served a minimum of three (3) years as an Administrator in the Pine River Area Schools shall be entitled to severance pay equal to 100% of the unused sick leave at the rate of 40% of said Administrator's per diem pay upon being granted a release from his/her Contract.

18. Annuities. Administrators employed for the 2006-2007 and/or the 2007-2008 school year(s) will receive an annuity benefit package of \$8,000 per school year. Any Administrator initially employed as an Administrator after July 1, 2007 will receive an annuity benefit package of \$5,000 per school year, with increases of \$1,000 per year to a maximum of \$8,000 per year of the Contract.

19. Advance Degree and Course Work. Any Administrator attaining an advanced degree, or equivalent, of approved course work, shall receive an extra:

- a. MA plus 15 \$1,000
- b. MA plus 30 \$2,000
- c. ED.S \$3,000
- d. MA plus 45 \$3,000
- e. Ed.D/Ph.D \$4,000

20. Holidays. Administrator is entitled to the following holidays for which no service to the District is required: New Years Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, Teacher negotiated vacation days, Spring Break and Christmas Break.

21. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum one-hundred eighty (180) days for absence due to personal illness or disability of Administrator. Each administrator may elect to take up to ten (10) days annually to be deducted from sick leave for illness in the immediate family (spouse, siblings, children, grandchildren, parents, grandparents, parents-in-law, household dependents).

22. Personal Business. Administrator is entitled to use three (3) days per year for personal business, one (1) 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 administrator not using his/her personal leave will have any unused personal leave time credited towards his/her sick leave accumulation.

23. 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 Administrator's employment under the Board except with respect to a cause of action brought by the Administrator against the District. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense

reimbursement, received by the Administrator in the form of witness fees or jury pay will be given to the Board to offset wages paid.

24. Funeral Leave. Administrators may use in any one school year, up to five (5) days for death in the immediate family without deduction from sick leave, thereafter up to five (5) 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.

25. Maternity Leave. An Administrator may have up to ten (10) days paid for maternity leave, and utilization of unpaid Family and Medical Leave up to twelve (12) weeks per rolling year.

26. Tuition Reimbursement. Tuition will be reimbursed by the Board of Education upon successful completion of graduate level classes taken in related fields.

27. Professional Activities.

- a. State Level Conference Attendance. Each Administrator will be allowed to attend at least one (1) state level conference each year at the expense of the Board.
- b. All dues to the appropriate local, state and national organizations will be paid as approved by the Superintendent.

28. 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 expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board or its designee. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

29. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a (3)(d).

30. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to, connected with, or arising in any manner out of the employment of Administrator 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 amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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.

31. 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).

32. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates below.

Date: \_\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR

SCHOOL DISTRICT BOARD OF  
EDUCATION

Date: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

**Pine River Area Schools  
Administrative Salary Schedule**

SCHEDULE A

Base Annual Salary\*

Present Employees (Classification)	2006-2007	2007-2008
Elementary Principal 205 Work Days – 12 Sick Days	\$68,269	\$69,293
Middle School Principal 210 Work Days – 12 Sick Days	\$70,652	\$71,712
High School Principal 220 Work Days – 12 Sick Days	\$74,854	\$75,977
Athletic Director 205 Work Days – 12 Sick Days	\$63,221	\$64,169

\*Administrators may work additional days per year based on special circumstances and upon approval of the superintendent. If this happens, the extra days will be figured by the daily rate of the annual base salary.

Dated this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Kristine Raymond, President-PRAS Board of Education

\_\_\_\_\_  
James Peterson, Secretary-PRAS Board of Education

\_\_\_\_\_  
James Ganger, Superintendent, Pine River Area Schools

H:\CONTRACTS\PINE RIVER BUILDING ADMINISTRATOR\CONTRACT