

**AUTRAIN-ONOTA PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
Teaching/District Administrator**

Duration of Contract: July 1, 2014 – June 30, 2017

It is hereby agreed by and between the Board of Education of the AuTrain-Onota Public Schools District (hereinafter "Board") and Bryan Tyner (hereinafter "Employee".) The Board does hereby employ Bryan Tyner for a period **commencing on July 1, 2014 for a period of (3) three years, and ending on June 30, 2017.**

CONTRACT PERIOD

The Board does hereby employ for a period commencing on July 1, 2014 for a period of (3) three years, and ending on June 30, 2017.

Employee shall perform the duties of Teaching/District Administrator as prescribed by the Board.

Further, Employee pledges to use his/her best efforts to maintain and improve the quality of the operation of the AuTrain-Onota Public Schools District and constantly promote excellence and efficiency in all programs and services.

DUTIES

- A. The duties and responsibilities of the Employee are included in this Contract as Schedule A.
- B. Employee is responsible for teaching the equivalent of three (3) days per week including prep periods.
- C. Employee is responsible for administration time of the equivalent of two (2) days per week during the school year.
- D. Total teaching and administration time for Employee is 235 contractual days per fiscal year.

TENURE

Teaching/District Administrator will retain tenure rights as a teacher. Employee agrees that s/he is not eligible for tenure as District Administrator.

EVALUATION

Employee's performance shall be evaluated annually by the Board of Education.

TERMINATION OF CONTRACT

A. Termination for Cause

This contract shall be subject to termination by the Board of Education at any time during its term for sufficient reason(s). The Board may terminate this contract and discharge the Administrator from employment for good and just cause provided that the Administrator has received prior notice in writing from the Board of its intent and the alleged reason or reasons for such discharge. Administrator shall have the right to representation by legal counsel of his/her choice and his/her expense. The hearing shall be public or private at the request of the Administrator. Upon written request of the Administrator, a hearing shall be conducted with full regard for due process. In the event a hearing is held, Administrator shall be provided a written decision describing the results of the hearing.

Additionally, the Board shall be entitled to terminate the Administrator's employment in the event of the Administrator's inability to perform his duties due to disabilities for a period of ninety (90) consecutive work days or more following use of available paid leave days.

B. Retirement of Administrator

Unless otherwise mutually agreed, retirement shall be at the end of an annual contract period. Salary and benefits cease on that date.

C. Non Renewal of Contract at Term Expiration

The Board, in its sole discretion, may act to not renew this Contract beyond its stated expiration date. Unless the Board of Education gives written notice of non-renewal of this Contract to the Administrator at least ninety (90) days before the stated termination date, the terms of this Contract will be extended for one additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229 of the Revised School Code, MCL 380.1229.

In the event of Employee's termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

PROFESSIONAL LIABILITY

The Board agrees to pay the premium amount for errors and omissions insurance and comprehensive general liability insurance coverage for Administrator while engaged in the performance of a governmental function and while Administrator is acting within the scope of his/her authority. The aggregate policy limits for errors and omission coverage shall be not less than \$2,000,000 inclusive of defense costs, charges and expenses.

The aggregate policy limits for comprehensive general liability insurance shall not be less than \$3,000,000. Administrator shall have the right to access copies of insurance policies, documents, claim forms and related documents.

The terms of the above insurance policy shall be controlling with respecting the defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above coverages. In the event that such coverages cannot be purchased in the above amounts and/or reasonable premium rates, 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.

COMPENSATION

Teaching/District Administrator base salary to be paid in consideration of performance of the duties and responsibilities of the position assigned. Salary to be paid in twenty-six (26) equal installments.

2014-2015: \$62,000 - 235 day contract
2015-2016: \$63,500 - 235 day contract
2016-2017: \$65,000 - 235 day contract

FRINGE BENEFITS

Employee shall be entitled to the following fringe benefits:

Paid Holidays – The following are paid holidays for which no service to the school district is required. New Years Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

Sick Leave Days - Employee is granted 10 full pay days per fiscal year for use when absent from duty on account of personal illness or disability. The ten (10) sick days are to be granted at the beginning of each school year. Sick days can be carried over to a maximum yearly accumulation of 120 days

Personal Leave Days – Employee is granted 5 full pay days per fiscal year for use for personal business. The five (5) personal days are to be granted at the beginning of each school year. Personal days can accumulate to a maximum of 6 days. Any unused personal days at year end can be rolled over into the employee sick bank.

Administrator Vacation time – Employee is granted vacation time in accordance with the schedule:

2-6 years of service earns 5 days of paid vacation/year

7-12 years of service earns 10 days of paid vacation/year

13-20 years of service earns 15 days of paid vacation/year

Vacation days are to be used yearly.

*Years of service defined as service time in Administration.

Insurance 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: Medical & Prescription, HSA account, Dental, Vision, Long-term Disability and Life Insurance. Programs are per the terms and definitions in the current Master Teaching Agreement, which is attached to this contract as Schedule B.

Terminal Leave and/or Retirement.

- (1) Upon leaving employment at the District, employee will be compensated for unused sick days up to 120 days at the current substitute teacher's rate of pay. Employee is entitled to this benefit provided s/he has been employed a minimum of ten (10) years with the district.
- (2) Upon retirement from the District and upon simultaneously becoming eligible for benefits from the Michigan Public School Employees Retirement Act, the Employee/Retiree shall be entitled to one month's pay, based on a ten month school year at the employee's rate of pay, (excluding extra-curricular pay.) Employee is entitled to this benefit provided s/he has been employed a minimum of ten (10) years with the District.
- (3) Terminal leave and terminal leave retirement benefits shall be paid in two equal installments in the following two Januarys after leaving the district. Terminal leave retirement benefits shall terminate upon the death of the retiree as it is not intended as a benefit for survivors.

The Board will reimburse Employee for 75% of graduate tuition and/or SCECH payments for courses successfully completed which pertain to the administrative/business fields, up to 12 credits for the term of this contract.

Employee shall be eligible to be reimbursed for travel, meals and lodging for school related business in accordance with expense and reimbursement policies and procedures established by the Board.

This Contract is executed on behalf of the AuTrain-Onota Public Schools District.
IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first
above written.

Date: 5-27-14

Bryan Tyler
Bryan Tyler
Teaching/District Administrator

AUTRAIN-ONOTA PUBLIC SCHOOLS
BOARD OF EDUCATION

Date: 6-16-14

By: Walter Carmody
President

By: Kevin Roff
Secretary

Schedule A: Duties and Responsibilities of the Teaching District Administrator
(Attached)

SCHEDULE B: Benefits and Insurance

- A. For the full-time Employee, the Teaching District Administrator, the Board shall make a contribution of the proper rate per month to the negotiated health insurance carrier per the agreement. In conjunction with the HDHP (high deductible health plan), the Board shall make the proper contribution of the annual deductible to the employee’s HSA custodian account. The Board will provide health care premiums for only one Plan-A or Plan-B per employee and/or family as listed below.
- B. The employee has a yearly election to choose Plan-A or Plan-B, as listed below. A change of election must be made to the business office at least 60 days prior to July 1, which is the effective date of each new medical benefit year.

SET SEG serves as the plan administrator for the following negotiated health insurance carriers:

<u>Plan A</u> Health Insurance (employee /and spouse and/or family)	BC/BS of Michigan, Simply Blue HSA HDHP Health Savings Custodial Account (HSA) BC/BS Prescription coverage
Dental (employee only)	DenteMax
Vision (employee /and spouse and/or family)	United HealthCare Vision
Long-Term Disability Insurance	3-month wait – 66 2/3%
Group Term Life Insurance	\$20,000 plus \$20,000 AD&D

- OR -

<u>Plan B</u> Dental (employee only)	DenteMax
Vision (employee /and spouse and/or family)	United HealthCare Vision
Long-Term Disability Insurance	3-month wait – 66 2/3%
Cash in lieu of health ins	\$6000
Group Term Life Insurance	\$20,000 plus \$20,000 AD&D

- C. For the full-time Employee, the Board agrees to reimburse \$100 per family per fiscal year, for incurred dental expenses upon receipt of paid statements of expense to the business office.
- D. It is further agreed that if a less expensive insurance coverage can be found, it will be studied by a panel of school board members and benefit-eligible group members to review the extent of its comparability to the current plan. The intent here is to give the Board the right to “shop around” for an equal policy at a lower premium. The intent of the benefit-eligible group members is to make sure of the equality of coverage.
- E. It is also established that coverage of the current insurance plans are agreed to under the current plan terms. The intent here is to insure that SET SEG and/or the insurance carriers do not add additional benefits under their plans and expect the Board to pay for these benefits without negotiations.