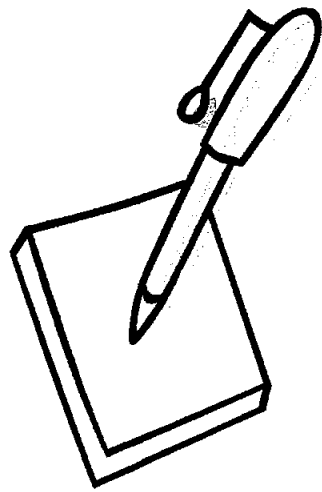


ADMINISTRATIVE EMPLOYMENT CONTRACT



Contract Length

75080
06 30 2007
TRCSAE
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Three Rivers Community Schools

PART I ADMINISTRATIVE EMPLOYMENT CONTRACT

THIS CONTRACT made as of the date hereinafter set forth by and between the **Three Rivers Community Schools**, St. Joseph County and Cass Counties, Michigan, acting by and through its **Board of Education** (hereinafter the "Board"), and (hereinafter the "Administrator");

WITNESSETH:

All the contract terms set forth, whether appearing above or below the signatures form a part of this Administrative Employment Contract.

PART I

1. Assigned Position:
2. Salary Step:
3. Base Annual Compensation:
4. Longevity:
5. Other:
6. Total Compensation:

IN WITNESS WHEREOF, the parties have executed this Administrative Employment Contract in duplicate originals as of October 30, 2006.

ADMINISTRATOR:

THREE RIVERS COMMUNITY SCHOOLS

ROGER RATHBURN, SUPERINTENDENT

Three Rivers Community Schools

PART II EMPLOYMENT TERMS

EMPLOYMENT AND DUTIES

The Board hereby employs the Administrator to perform such administrative duties connected with the Three Rivers Community Schools as may be assigned from time to time by the Board or its designee, including, but not limited to, the duties of the assigned position set forth in Part I. The Administrator accepts such employment and represents that he/she holds all certificates required by law and meets the State of Michigan requirements for employment in such position.

PERFORMANCE

The Administrator agrees to faithfully perform the duties of the position to which assigned, to comply with all applicable state and federal laws, to obey the rules, regulations and policies of the Board, and to diligently carry out its educational programs and policies.

COMPENSATION

The base annual compensation for the contract term shall be as herein before set forth and shall be paid in twenty-six (26) substantially equal installments beginning with the first pay period after the Administrator is scheduled to provide professional services during a contract year. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Administration and to deduct such sums that have not been earned due to an absence from employment. If the Administrator is paid compensation, which is in excess of compensation earned to the date of termination of employment, the Administrator agrees to reimburse the Board in the amount equal to such unearned compensation.

FRINGE BENEFITS

The Administrator shall be given such fringe benefits as are set forth in Part III of this contract or as may be authorized by the Board from time to time.

TENURE

The Administrator shall not have tenure in any non-classroom capacity by virtue of this Administrative Employment Contract.

CONTRACT VALIDITY

This Contract shall be valid for the period herein before set forth but shall automatically terminate if the Administrator shall die or shall fail to possess the qualifications; and this contract may be terminated by the Board if the Administrator shall fail or be unable to fully perform the duties of this position by reason of disability or otherwise, or shall materially breach the terms of the Contract.

LENGTH OF CONTRACT

Administrative personnel who have served as an administrator of the Three Rivers Community Schools for three consecutive years shall be given an individual two-year contract which may be renewed annually.

Three Rivers Community Schools

NOTICE OF NON-RENEWAL OF CONTRACT

The Board shall provide such notice of non-renewal of contract as may be required by law but may provide earlier notice if in its judgment the best interests of both the school district and the Administrator would be served thereby.

Administrators with two-year contracts who are notified of non-renewal shall receive an increase in pay of \$500.00 or the negotiated increase, whichever is less, during the second year of their individual contract.

ASSIGNABILITY

This contract is for personal professional services and may not be assigned or transferred by the Administrator or by the Board.

CONTRACT ADMINISTRATION AND INTERPRETATION

NOTICE: Any notice to the Administrator may be given in any reasonable manner. Written notice by ordinary mail, postage prepaid, to the last written address given to the Board by the Administrator shall constitute reasonable notice.

PERSONNEL RECORDS: The Board shall cause an official personnel file to be established for the Administrator, which file shall be maintained and reviewed as provided by Board policy.

EMPLOYMENT REGULATION: The board reserves the right to establish from time to time such employment regulations as it deems reasonable which are not contrary to the terms of the contract.

PERFORMANCE REVIEW: On or before April 1, the Superintendent and/or designee and the Administrator shall meet for the purpose of reviewing the performance of the Administrator. The time and the date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to make adequate preparation for the constructive exchange of views. A written summary shall be given to the Administrator, a copy of which shall be given to the Board together with the recommendations of the Superintendent.

ADMINISTRATOR'S LIABILITY: The School District agrees to endorse the Administrator as an insured on the school district liability insurance policy and further agrees to indemnify and save harmless the Administrator in connection with any action in which the Administrator is a party by reason of being or having been employed by the Board as an administrator, except:

1. Any action in which the Administrator shall have been determined to have been guilty of intentional misconduct or gross negligence;
2. Any action in which the Administrator shall have been determined to have been guilty of negligence arising out of a breach of duty following notice of termination, unless the Board shall otherwise decide; or
3. Any action in which the Administrator shall have failed to notify the School district of a claim within a reasonable time or shall have failed to cooperate in the defense of such claim, but only to the extent that the defense of such action shall otherwise decide.

GENDER: Whenever in this contract the masculine gender is used, it shall be deemed to include the female gender.

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PART III SPECIAL ENDORSEMENTS

INSURANCE BENEFITS: Subject to the conditions and limitations set forth hereafter, the Board shall pay the applicable premiums on behalf of the Administrator for:

- Health, full family, with carrier to be determined by the Board, \$5.00/\$10.00 card, \$100.00/\$250.00 deductible;
- Managed sick leave plan, or equivalent, providing for long-term disability coverage to age 70;
- Ultra-Dent, full family, dental care, or equivalent;
- Ultra-Vision, full family, with carrier to be determined by the Board; and
- Life insurance equal to the administrator's salary

The foregoing insurance benefits shall be subject to the express terms, conditions, and limitations set forth in the Master Contracts issued by the respective carriers to the Board. In addition, the Board's obligation to provide insurance coverage set forth above shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the Administrator expires if the Administrator does not complete the contract term.

AUTHORIZED ABSENCES

SICK LEAVE: An Administrator shall be credited with twelve (12) days of sick leave in advance for each contract year, the unused portion of which may accumulate to one hundred thirty (130) days. Sick leave may be used in accordance with policies established from time to time by the Board.

PERSONAL LEAVE DAYS: An Administrator shall be eligible to take two (2) days of personal leave, the second of which, if taken, shall be deducted from unused sick leave. Unused personal leave days shall not accumulate.

FUNERAL LEAVE: An Administrator shall be entitled to receive up to three (3) days with pay due to the death of a member of the immediately family, provided that the employee attends the funeral. Immediate family shall be interpreted to mean spouse, mother, father, brother, sister, son/daughter, grandparent or grandchild of the employee or the employee's spouse. With the prior approval of the Superintendent or his designee, three (3) additional days may be granted, which days shall be deducted from unused sick leave.

EMERGENCY LEAVE: In the event of an emergency, the Board or its designee may authorize the absence of an Administrator for reasons not otherwise herein provided for a period not to exceed three (3) days. Any such authorized absence shall be charged against unused sick leave.

SEVERANCE PAY: After five (5) years of employment in the District, administrators who leave the employment of the District (except by discharge for cause) shall be reimbursed for all unused sick leave days. The first fifty (50) accumulated days shall be paid at the rate of \$10.00 per day. Any days from fifty-one (51) to the maximum accumulation shall be reimbursed at \$25.00 per day. The maximum payment shall be \$2,500.

REIMBURSED EXPENSES: The Administrator shall be eligible to be reimbursed for school related travel in the Administrator's personal vehicle and for other reasonable expenses incurred in the performance of the Administrator's duties in accordance with the reimbursement guidelines, procedures and allowances from time to time established by the Board. Transportation expenses incurred by the employee related to transportation costs to and from work will not qualify for reimbursement.

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PROFESSIONAL DEVELOPMENT: The Board, in recognition of the benefits to the School District to be derived from the continuing professional development of the Administrator, encourages the Administrator's involvement in professional activities. Membership dues in one (1) state professional organization and in such other professional organizations as the Board may from time to time deem advisable shall be paid by the Board. With the prior knowledge and approval of the Board, or its designee, reasonable expenses incurred in attending professional development conferences shall be paid by the Board if such expenses are submitted in accordance with applicable policies and regulations established from time to time by the Board.

ANNUNITY BENEFITS: The Board agrees to contribute to a tax-sheltered annuity plan selected by the Administrator in an amount equal to eight and one-half (8 1/2) percent of the Administrator's annual salary reduced by the aggregate cost of premiums paid by the Board for certain insurance programs set forth in the Special Endorsement, namely 1A, B, and C, provided that such sums as may be withheld from the Administrator's gross compensation and paid for by the Board on behalf of the Administrator toward the purchase of any such annuity, shall qualify for tax deferment under applicable state and federal law.

PERFORMANCE BONUS: The performance bonus is up to \$500. The performance bonus will be based upon above average performance of the administrator at the sole discretion of the Superintendent of Schools. The final determination of compensation will be made by June 30 and may or may not be determined by the administrator's final evaluation. In addition, the High School, Middle School and Elementary Principals will qualify for an additional \$200 for making AYP as established by No Child Left Behind in the areas of math and language arts/reading.

SALARY SCHEDULE

High School Principal	<u>2006-2007</u>
Step 1	80,313
Step 2	81,565
Step 3	82,820
Step 4	84,072
Step 5	85,326
Middle School Principal	<u>2006-2007</u>
Step 1	73,861
Step 2	75,661
Step 3	77,462
Step 4	79,262
Step 5	81,058
Adult Education	<u>2006-2007</u>
Step 1	68,262
Step 2	69,862
Step 3	71,463
Step 4	73,064
Step 5	74,661
Athletic Director	<u>2006-2007</u>
Step 1	56,789
Step 2	58,436
Step 3	60,084
Step 4	61,732
Step 5	63,378

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Assistant High School/Middle School Principal	<u>2006-2007</u>
Step 1	63,994
Step 2	65,488
Step 3	66,983
Step 4	68,478
Step 5	69,995

Elementary Principal	<u>2006-2007</u>
Step 1	63,994
Step 2	65,488
Step 3	66,983
Step 4	68,478
Step 5	69,995

Adult Education: Twenty vacation days and the recognized holidays.

HS, MS Principals & Athletic Director: The month of July vacation, Christmas and Spring vacations and recognized holidays.

Elementary Principals, Ass't Principals & Huss Academy Principal: Reports two weeks prior to staff. Leaves two weeks after staff. Christmas and Spring vacations, and recognized holidays.

LONGEVITY: Longevity steps shall start at the beginning of the 5th year of administrative service and continue with additional increases beginning at 10th, 15th and 20th years and payment shall be evenly distributed throughout the year.

5th year: \$750

10th year: \$1,500

15th year: \$2,250

20th year: \$3,000

GRADUATE CREDIT: The Board of Education will pay for six hours of pre-approved graduate credit per year from a public university.

LENGTH OF AGREEMENT: This Agreement shall be effective July 1, 2006 and shall continue through June 30, 2007.