

**ADMINISTRATOR CONTRACT OF EMPLOYMENT
BETWEEN MANISTEE AREA PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE BUSINESS MANAGER**

I. **Agreement.** It is agreed between the **Manistee Area Public Schools Board of Education** (“Board”) and **Howard Vaas** (“Business Manager”) that the following contract and provisions thereof shall be in effect commencing July 1, 2021, and terminating June 30, 2024, said term being renewed each year thereafter for a term of one (1) year unless written notification of non-renewal is given by the School District in accordance with section 1229 of the Michigan Revised School Code. The Business Manager acknowledges that this contract is intended solely for the term stated as above provided and that he/she does not have a reasonable expectation of a continuance of his/her employment as an Business Manager beyond the expiration of that term on June 30, 2023.

II. **Assignment.** The administrative assignment through June 30, 2024, is Business Manager. The Board reserves the right of assignment of the Business Manager through its Superintendent. In addition to the duties and responsibilities associated with this assignment, the Business Manager shall also assume the duties and responsibilities of such other administrative duties as may be assigned by the Superintendent.

III. **Certification/Qualifications.** If required by law or by the Michigan Department of Education (MDE), the Employee will obtain and maintain any necessary certification, license, or endorsement, and if required by law or the MDE, the Employee will complete any necessary professional development or continuing education credits.

IV. **Compensation.** While it is agreed that the Business Manager must devote the time and attention necessary to satisfactorily and effectively perform assigned duties and responsibilities, commencing July 1, 2021, the Business Manager shall be scheduled to **work two hundred twenty-sixty (260) days.**

- A. The annual base salary for these services, commencing July 1, 2021 through June 30th, 2024, shall be **\$106,251, \$109,438, and \$111,627**, respectively. Said salary will be paid in bi-weekly installments, subject to deductions for withholding taxes, other deductions required by law and other amounts authorized by the Business Manager with the approval of the Board of Education or its designee. The salary paid to the Business Manager working less than a full year shall be that pro rata portion of the full work year that this Contract is in effect and the Business Manager actually renders service.
- B. *Tax Deferred Annuity:* Each pay period, the Board shall also make a non-elective contribution in the amount of \$400 to an IRC 403b annuity of the Business Manager’s designation among District approved vendors.
- C. *Longevity Supplement:* As further compensation for services performed pursuant to this Contract, the Board shall pay to the Business Manager one half percent

(1/2%) of his base salary for every year of service the Business Manager has credited with the School District. Said Longevity payments will be paid in bi-weekly installments. It is further agreed that the Business Manager will be credited with 27 years of service in the first year of this contract. The Business Manager's contractual remuneration reflected in Paragraph 7 and its subparts constitutes the total compensation to be paid to the Business Manager for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services except as otherwise specifically provided in this Contract.

- D. If the Business Manager receives remuneration under this Contract and leaves the School District's employment, the Business Manager will reimburse the School District for all wages received for which no work was performed.
- E. The Board hereby retains the right to increase the annual salary of the Business Manager during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Business Manager's job performance as reflected in his/her evaluations and job accomplishments will be significant factors in determining any adjustments to the Business Manager's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Business Manager and the Board, shall become part of this contract.

V. **Fringe Benefits.** Business Manager shall receive the following fringe benefit packages.

- A. Health Insurance – The Business Manager may select Individual, Two Person, or Full Family coverage subject to applicable state “caps.” If both the Business Manager and his/her spouse are employed at MAPS, only one may elect MAPS insurance. If coverage is elected through a MAPS employed spouse, the Business Manager shall receive \$427.00 per month as a cash in lieu payment. If a Business Manager does not elect MAPS health insurance because s/he receives coverage through another entity, the Business Manager shall be compensated 75% of the Business Manager’s health insurance premium amount for which s/he is otherwise eligible.
- B. A Life Insurance Policy will be provided by the Board in the amount of two times Business Manager’s annual base salary.
- C. A Long Term Disability Insurance Policy shall be provided by the Board.
- D. Dental Insurance shall be provided by the Board.
- E. Vision Insurance shall be provided by the Board.

- F. Personal Leave – The Business Manager shall receive up to two (2) personal days per year, which may also be used at the Business Manager’s discretion for sick leave.
- G. Vacation Leave - The Business Manager is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30). The Business Manager shall be granted vacation time of thirty (30) days per contract year, in addition to the holidays identified below. Vacation days shall be scheduled in a manner to minimize interference with the School District's business and orderly operation. The Business Manager shall not schedule his vacation during a time at which his presence is critical to the District as determined by the Superintendent. The Business Manager may carry over up to ten (10) unused vacation days into the next Contract year without the Superintendent’s approval. Additional carryover vacation days beyond ten (10) require the Superintendent’s approval. No compensation will be paid for any unused vacation days upon separation from employment with the District.
- H. Release time for any other purposes is granted only at the Superintendent’s discretion.
- I. Fringe benefits shall not be reduced unless all parties are in accord with such changes. However, the Board retains the right to name the policyholder, carrier and plan design, following consultation with Business Manager. At all times the Board’s obligation is to pay the premiums and not the underlying benefits of all insured benefits.
- J. The Business Manager shall be granted the following paid holidays: Good Friday, the Friday before Labor Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year’s Eve, New Year's Day, Memorial Day, and the 4th of July. If the holiday falls on a Saturday, the preceding Friday shall be considered a paid holiday. If the holiday falls on a Sunday, the following Monday shall be considered a paid holiday.
- K. The Business Manager’s accumulated sick leave shall be calculated using the formula in the teachers 2013-15 Master Agreement and he shall receive 10 additional sick days at the beginning of each school year. The Business Manager may accumulate up to a maximum of 90 sick days. As a result, any sick days in excess of 90 at the conclusion of a school year shall be forfeited by the Business Manager without any compensation for sick days that are not used. A Business Manager who forfeits sick days at the end of a school year to return to the maximum of 90 sick days remains eligible to receive 10 sick days the following school year.

Sick pay will be allowed for the following:

- Personal Illness and/or Disability
- Illness of a family member for whom the employee is the primary caregiver, not to exceed seven (7) days.
- Sick leave will be paid for absence necessary by exposure to a contagious disease in which the health of others would be endangered.

Extended sick leave in excess of seven (7) days, to care for a family member for whom the employee is the primary caregiver, may be granted upon approval by the District.

- L. Upon resignation or retirement, the District shall pay the employee in accordance with the schedule below per day for each unused sick days not to exceed a maximum of 90 days, provided that the employee has been employed by the District for at least 10 years.

10-14 years	\$10 per day deposited into the District approved tax-sheltered annuity account chosen by the employee.
15-19 years	\$40 per day deposited into the District approved tax-sheltered annuity account chosen by the employee.
20 plus years	\$50 per day deposited into the District approved tax-sheltered annuity accounts chosen by the employee.

- M. Board will pay the difference between Worker's Compensation Benefits and the Business Manager's regular salary only until such time as the Business Manager qualifies for initial Long Term Disability Insurance benefits with no subtraction of sick leave. It is understood that no subtraction of sick leave will occur while the person is under Worker's Compensation and supplemented by Long Term Disability Insurance.
- N. Funeral leave for the death of the spouse, son, daughter, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, or any individual who is a permanent part of the employee's home: Employees shall be granted funeral leave of up to three (3) days per family member.

Additional days granted as needed in extenuating circumstances, to include but not be limited to travel constraints.

The Business Manager shall be granted up to two (2) days funeral leave for all other non-family deaths.

VI. Working Conditions.

- A. The Board may require the Business Manager to take advanced classes to maintain certification/qualification.
- B. The school shall pay the annual dues for the Business Manager in the MICPA and MSBO as well as additional professional organizations determined by the Superintendent.
- C. The Board shall approve attendance of the Business Manager to at least one State/Regional Conferences annually. All other conferences are subject to approval of the Superintendent. The Board will pay the actual cost of registration and transportation plus housing, meals, etc. at rates established by the Board.
- D. In the event the Business Manager is required and approved to work days above and beyond the maximum number of contracted days, s/he shall be compensated for the additional time at a daily rate of \$250.00, or \$125 for a half day or less.
- E. The Business Manager shall not be deemed to be granted continuing tenure in any administrative capacity for which this Contract is intended or by virtue of this Contract of Employment. Tenure in any capacity other than as a classroom teacher is expressly denied. The Board's or District's failure to continue his/her employment after the term of this Agreement, or re-employ him/her in another capacity, will not be considered a breach of this Agreement.
- F. The Business Manager's performance shall be evaluated annually by the Superintendent.
- G. If at any time during the term of this contract the Board intends to discharge the Business Manager from his/her employment, the Board shall give written notice of that intention and, if requested by the Business Manager shall provide within three (3) days the written reasons supporting its intention. If further requested by the Business Manager, the Board shall forthwith produce all documentary evidence tending to support the written reasons. If further requested, the Board shall forthwith permit the Business Manager the opportunity to present his/her response to the written reasons. If the Business Manager disputes the Board's decision to discharge the

Business Manager may seek relief by invoking arbitration in accordance with the voluntary arbitration rules of the American Arbitration Association. Should it be determined that the reasons advanced for discharge are arbitrary or capricious, the Business Manager shall be retained in position under this contract, or if expired under a renewal thereof. The decision of the Arbitrator shall be final and binding on all parties hereto. If at any time the Board undertakes to suspend or discharge the Business Manager on account of allegations of misconduct, the Board's obligation to pay the Business Manager's salary and benefits shall continue until there is a Board hearing

- H. The Business Manager may be laid off on thirty (30) calendar days' notice. In any necessary reduction of certified District personnel, the Business Manager shall have recall rights for two (2) years.
- I. It is expected that the Business Managers shall attend school board regular meetings except when legitimate conflicts interfere with such meetings. When such conflicts do exist, the Business Manager shall communicate such conflict to the Superintendent. Planned vacations and professional meetings shall be considered as legitimate conflicts.

VII. Employment and Duties. The Business Manager agrees to perform, in an effective and satisfactory manner, the duties prescribed for the aforesaid position in accordance with all laws applicable thereto, fulfill the rules and regulations of the Board and/or Superintendent pertinent thereto and carry out the educational programs and policies of the School District and/or the Superintendent. The Business Manager will also obey, comply with and fulfill all Board policies and decisions; all District administrative regulations; and the directions and directives of the Superintendent. **(Job Description Attached – Exhibit A)**

VIII. Professional Conduct. The Business Manager agrees to perform this Contract and the employment duties and functions required of all employees of the School District in a manner that encourages quality in the educational process and fulfills the standards of professional conduct attendant to the position. The Business Manager also agrees to devote his/her best energies and time to the assignment. Any outside employment or professional work shall be approved in writing by the Board and Superintendent and shall not interfere with the assigned position.

IX. Professional Liability Insurance. The Board agrees to maintain errors and omissions insurance coverage for employees of the School District, which shall include the Business Manager while engaged in the performance of his/her duties and responsibilities as Business Manager and while acting within the scope and in the course of his/her authority as Business Manager. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Business Manager. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

X. Miscellaneous. This Contract is subject to all applicable Federal and State statutes, rules and regulations.

XI. Non-Renewal. This Contract is subject to non-renewal at the expiration of its term in accordance with the Michigan Revised School Code, as amended.

XII. Waiver. No waiver of the Business Manager's obligations hereunder shall be valid unless in writing and approved by the Board in compliance with the Open Meetings Act. The Board's or District's decision to waive the Business Manager's breach of this Agreement will not operate or be construed as a waiver of any subsequent breach.

XIII. Severability. If any provision of this Agreement is or becomes legally invalid, that provision will be unenforceable without invalidating all the other provisions of this Agreement.

XIV. Entire Agreement. This Agreement revokes and otherwise supersedes any and all other contracts or agreements, oral or written, that may be in effect as of this date which concern the employment relationship between the Business Manager and the School District. This agreement contains and comprises the complete and entire agreement and understanding of the parties; it may not be modified, altered or supplemented by any individual administrator or Board member. Any prior oral assurances or promises are null and void and of no effect, as they are extinguished by this Agreement. Only a vote by a majority of the Board of Education may modify or supplement this Agreement, as written.

XV. Execution of Contract. This Contract is executed by the Board on behalf of the Manistee Area Public Schools pursuant to a duly authorized Board resolution.

IN WITNESS THEREOF, the parties hereto have set their hands and seals the date and year below.

**MANISTEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION**

Business Manager

By: Ronald J. Stoneman
Ronald J. Stoneman (Dec 16, 2021 07:58 EST)

By: Howard Vaas
Howard Vaas (Dec 15, 2021 18:38 EST)

Its: Superintendent

By: Jim A Thompson
Jim A Thompson (Dec 17, 2021 07:20 EST)

Its: President, Board of Education