

**ADMINISTRATOR AGREEMENT OF EMPLOYMENT  
BETWEEN MANISTEE AREA PUBLIC SCHOOLS BOARD OF EDUCATION  
AND THE CURRICULUM DIRECTOR**

I. **Agreement.** It is agreed between the **Manistee Area Public Schools Board of Education** (“Board”) and **Amber Kowatch** (“Curriculum Director”) that the following contract and provisions thereof shall be in effect commencing July 1, 2024, and terminating June 30, 2027, 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 Curriculum Director 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 Curriculum Director beyond the expiration of that term on June 30, 2027.

II. **Assignment.** The administrative assignment through June 30, 2027, is Curriculum Director. The Board reserves the right of assignment of the Curriculum Director through its Superintendent. In addition to the duties and responsibilities associated with this assignment, the Curriculum Director shall also assume the duties and responsibilities of such other administrative duties as may be assigned by the Superintendent.

III. **Certification/Qualifications.** The employment of the Curriculum Director in this Contract is subject to the Curriculum Director being certified and qualified to teach under the laws of the State of Michigan, if the Curriculum Director has instructional responsibilities. A Curriculum Director not possessing such a certificate must establish a plan in consultation with and approved by the Superintendent to restore or obtain such a certificate. The Curriculum Director shall also hold and maintain a valid administrative certificate from the State of Michigan, or if the Curriculum Director is exempt from the statutory requirement, obtain and maintain the requisite continuing education credits. The responsibility for obtaining, retaining or maintaining the necessary certification and qualifications rests exclusively with the Curriculum Director. Upon request, satisfactory evidence of certification and qualifications must be provided to the Superintendent. Failure to comply with these requirements is a substantial breach of this Contract and thus this Contract then becomes null and void.

IV. **Compensation.** While it is agreed that the Curriculum Director must devote the time and attention necessary to satisfactorily and effectively perform assigned duties and responsibilities, commencing July 1, 2024, the Curriculum Director shall be scheduled to **work two hundred twenty five (225) days.**

- A. The annual base salary for these services, commencing July 1, 2024 through June 30th, 2027, shall be \$115,386, \$118,448, and \$122,413, respectively in accordance with the base salary schedule in Exhibit A. 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 Curriculum Director with the approval of the Board of Education or its designee. The salary paid to the Curriculum Director 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 Curriculum Director actually renders service.

- B. *Tax Deferred Annuity*: The Board shall also make a non-elective contribution in the amount of \$4000 to an IRC 403 b annuity of the Curriculum Director's designation among District approved vendors.
- C. If the Curriculum Director receives remuneration under this Contract and leaves the School District's employment, the Curriculum Director will reimburse the School District for all wages received for which no work was performed.
- D. The Board hereby retains the right to increase the annual salary of the Curriculum Director during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Curriculum Director's job performance as reflected in his/her evaluations and job accomplishments will be significant factors in determining any adjustments to the Curriculum Director'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 Curriculum Director and the Board, shall become part of this contract.

V. **Fringe Benefits.** The Curriculum Director shall receive the following fringe benefit packages.

- A. Health Insurance – The Curriculum Director may select Individual, Two Person, or Full Family coverage subject to applicable state “caps.” If both the Curriculum Director and his/her spouse are employed by the District, only one may elect MAPS insurance. If the Curriculum Director does not elect MAPS health insurance, they shall receive \$643.00 per month as a cash in lieu payment.
- B. A Life Insurance Policy will be provided by the Board in the amount of two times Curriculum Director'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 Curriculum Director shall receive up to two (2) personal days per year, which may also be used at the Curriculum Director's discretion for sick leave.

- G. Release time for any other purposes is granted only at the Superintendent's discretion.
- H. 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 the Curriculum Director. At all times the Board's obligation is to pay the premiums and not the underlying benefits of all insured benefits.
- I. The Board will pay the Curriculum Directors required recertification permit fees.
- J. The Curriculum Director shall receive 10 additional sick days at the beginning of each school year. The Curriculum Director 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 Curriculum Director without any compensation for sick days that are not used. A Curriculum Director 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.

- K. 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.

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

- L. Board will pay the difference between Worker's Compensation Benefits and the Curriculum Director's regular salary only until such time as the Curriculum Director 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.
- M. 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 Curriculum Director 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 Curriculum Director to take advanced classes to maintain certification/qualification.
- B. The school shall pay the annual dues for the Curriculum Director in the professional organizations as approved by the Superintendent.
- C. The Board shall approve attendance of the Curriculum Director 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 Curriculum Director 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 \$350.00, or \$175 for a half day or less

- E. The Curriculum Director 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 Employee's performance shall be evaluated annually by the Superintendent or his/her designee. Evaluations will be conducted pursuant to Section 1249b of the Michigan Revised School Code, MCL 380.1249b. The annual evaluation ratings will be Effective, Developing or Needing Support. If the Administrator has three consecutive years of evaluation ratings of highly effective (previous to the 2024-2025 school year) or effective, then the District may choose to conduct annual evaluations on a biennial basis, unless the conditions described in Section 1249b require a return to annual evaluations. If an Administrator receives a Needing Support evaluation, then pursuant to Section 1249b the Administrator may petition the Superintendent to review the evaluation and if dissatisfied with the Superintendent's decision may request mediation. If the Administrator receives two consecutive needing support evaluations, then the Administrator can petition for the Superintendent's review and if dissatisfied with the Superintendent's decision request arbitration through the American Arbitration Association. The legal standard that the Arbitrator will use to review the Superintendent's decision regarding a needing support evaluation rating is whether the Superintendent's decision is arbitrary or capricious. The arbitration review is restricted to the second "needing support" evaluation rating. The parties will pay equally in the cost of any arbitration.
- G. If at any time during the term of this contract the Board intends to discharge the Curriculum Director from his/her employment, the Board shall give written notice of that intention and, if requested by the Curriculum Director shall provide within three (3) days the written reasons supporting its intention. If further requested by the Curriculum Director, the Board shall forthwith produce all documentary evidence tending to support the written reasons. If further requested, the Board shall forthwith permit the Curriculum Director the opportunity to present his/her response to the written reasons. If the Curriculum Director disputes the Board's decision to discharge the Curriculum Director 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 Curriculum Director 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 Curriculum Director on account of allegations of misconduct, the Board's obligation to pay the Curriculum Director's salary and benefits shall continue until there is a Board hearing

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

**VII. Employment and Duties.** The Curriculum Director 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 Curriculum Director will also obey, comply with and fulfill all Board policies and decisions; all District administrative regulations; and the directions and directives of the Superintendent. The Employee will not be employed by or perform services for any other employer or person during the term of this Agreement which conflicts with the Employee's obligations hereunder; and further, shall inform the Superintendent of such proposed outside employment, and obtain the Superintendent's written approval, before accepting an offer for same.

**VIII. Professional Conduct.** The Curriculum Director 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 Curriculum Director 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 Curriculum Director while engaged in the performance of his/her duties and responsibilities as Curriculum Director and while acting within the scope and in the course of his/her authority as Curriculum Director. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Curriculum Director. 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 Curriculum Director'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 Curriculum Director'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 Curriculum Director 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                      Curriculum Director**  
**BOARD OF EDUCATION**

By:

By:

Its: Superintendent

By:

Its: President, Board of Education

## **EXHIBIT A**

### **ADMINISTRATOR CONTRACT OF EMPLOYMENT BETWEEN MANISTEE AREA PUBLIC SCHOOLS BOARD OF EDUCATION AND THE CURRICULUM DIRECTOR**

**The following salary schedule is to be used as a basis for determining the base salary of the Curriculum Director.**

#### **Curriculum Director Base Salary Schedule**

<b>Fiscal Year</b>	<b>Base Salary</b>
2019-2020	\$98,678
2020-2021	\$98,678
2021-2022	\$103,612
2022-2023	\$106,720
2023-2024	\$108,855
2024-2025	\$115,386
2025-2026	\$118,848
2026-2027	\$122,413