

FULL TIME YEAR ROUND WITH BENEFITS
NON-CERTIFIED, NON-INSTRUCTIONAL EMPLOYEE

It is hereby agreed by and between the Board of Education of the Glen Lake Community School District (hereinafter "Board") and LeAnn Eustice (hereinafter "Employee") that the Board does hereby employ the said Business Manager for a two-year period commencing on August 28, 2017 and ending on June 30, 2019, according to the terms and conditions as described and set forth herein as follows:

1. Employee shall perform the duties of Business Manager as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Employee acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto. Employee is subject 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. Employee represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law for his/her position, and those required by the Board to serve in the position assigned. If at any time Employee fails to maintain all certificates, credentials, and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Employee agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Employee 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, Employee 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. Employee 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. Employee shall be paid at an annual salary rate of not less than Seventy-Five Thousand Dollars (\$75,000.00) annually 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.

Should Employee be assigned or transferred to another position within the Glen Lake School District, the hourly rate and /or salary paid shall be as established by the Board for that

position. The wages shall be paid in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year.

The Board hereby retains the right to adjust the wages of Employee during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Employee and the Board, shall become a part of this Contract.

5. Employee is employed on the basis of Fifty Two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent. Employee shall be granted vacation time of Twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available unless an extension is granted by the Superintendent and Employee shall not receive any additional compensation in lieu of use of vacation days. Employee shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Superintendent or his/her designee.

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

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 is discretionary with the Board.

In the event that the Board undertakes to dismiss Employee 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.

7. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel as determined by the Board. In the event of layoff, the Board shall have no further obligation under this Contract.

8. In the event of Employee'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 Employee shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Employee 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 Employee, it may require a second opinion, at Board expense.

Employee 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 Employee will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Employee as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Employee is unable to or does not resume work at the conclusion of the 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 the resumption of duty after an unpaid leave of absence for a serious health condition, Employee shall provide to the Board a fitness for duty certification from Employee'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.

9. Employee 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, Employee shall authorize the release of medical information necessary to determine if Employee is capable of performing the essential job functions required by his/her assignment, with or without job accommodation(s). Any physical or mental examination or disclosure of such information required of Employee 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.

10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party Employee, the Board shall make premium payments on behalf of Employee and his/her eligible dependents for enrollment in the following insurance programs:

Health Insurance – Set Seg Administered BCBSM Simply Blue with H S A
With prescription drug coverage - \$3,000.00 deductible for a one-person contract,
\$6,000.00 deductible for a family contract (2 persons or more)

Dental Insurance – Set Seg Ultra-Dent Plan with Incentive Benefits-at-a-Glance – Annual
Maximum of \$1,000 per person per benefit year for basic and major services combined

Vision Insurance – Set Seg Ultra-Vision Plan III

Base Life – Group Life/AD&D coverage in the amount of \$50,000.00

Long Term Disability insurance Set Seg Long Term Disability insurance 60 day qualifying period (Employee only)

Should Employee opt out of health insurance, the Board shall pay Employee the amount of \$7,000, or an amount equal to the average cash-in-lieu of health insurance payment provided to other District employees.

If changes in the law require employee contributions or caps, Employee shall contribute an amount to the insurance premiums listed above equal to that required of the other collective bargaining employees covered under the same insurances; including any amount which exceeds any statutory cap. If any District funds are predicted upon employee premium contributions or premium caps, Employee shall pay an amount necessary for the District to receive full funding. Employee hereby authorizes payroll deduction for the above amount.

The Board reserves the right to change the identity of the insurance carrier, policy holder 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 Employee 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. Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

11. Employee is entitled to the following holidays for which no service to the School District is required: New Year's Eve Day, New Year's Day, Good Friday, Memorial Day, Presidents Day, Independence Day (4th July), Labor Day, Thanksgiving (Thursday and Friday), Christmas Eve Day and Christmas Day.

12. If Employee is absent from duty on account of personal illness or disability, he/she 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 of One Hundred Ten (110) days for absence due to personal illness or disability of Employee.

13. Employee is entitled to two (2) personal days and four (4) or the maximum allowed by State guidelines, "act of God" days during the term of this contract where absence from daily attendance at the School District will be allowed. Employee shall not receive any additional compensation in lieu of use of personal days. Employee shall schedule use of personal days in a manner to minimize interference with the orderly operation and conduct of business of

the School District. All scheduling of personal days is subject to the approval of the Superintendent or his/her designee.

14. Employee shall be eligible to be reimbursed for travel, meals and lodging up to \$500 per trip in accordance with per diem expense and reimbursement procedures established by the Board or its designee. Any expense to be incurred by Employee for out-of-state travel shall be submitted in advance for review and approval by the Board or its designee. Employee 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.

15. This contract contains the entire agreement and understanding by and between the Board and Employee with respect to the employment of Employee and no prior or concurrent 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 the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

16. 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 Employee 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.

17. 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).

18. Employee agrees that any claim or suit arising out of Employee'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. Employee 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.

19. This Agreement is executed on behalf of the Glen Lake Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on the 28th day of June, 2017, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 9/5/17

Debra Eustice
EMPLOYEE

Date: 5/2/18

SCHOOL DISTRICT BOARD OF EDUCATION

By [Signature]
Board President

By [Signature]
Board Secretary