

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 School District (hereinafter "Board") and Doug Dowdy (hereinafter "Employee") that the Board does hereby employ the said Facilities and Operations Director for a period commencing on February 13, 2018, and ending on August 31, 2018, according to the terms and conditions as described and set forth herein as follows:

1. Employee shall perform the duties of Facilities and Operations Director as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools (or designee). Employee acknowledges the ultimate authority of the Board and Superintendent (or designee), with respect to his/her responsibilities and directions related thereto. Employee is subject to assignment and transfer to another position of 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 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 a salary of not less than Thirty-six Thousand, Nine Hundred Twenty-Four Dollars and Ninety-two cents (\$36,924.92) 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. Employee's salary is based upon an estimated work year consisting of 144 days of work. Should Employee quit, be laid-off, or be terminated prior to the conclusion of this Agreement, Employee's salary shall be pro-rated based upon the portion of Employee's estimated work year then completed.

Should Employee be assigned or transferred to another position within the School District, the salary paid shall be as established by the Board for that position. The wages shall be paid in fifteen ( 15 ) bi-weekly installments beginning with the commencement of the contract (February 13, 2018).

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 144 days of work per contract term (February 13, 2018 through August 31, 2018) as scheduled by the Superintendent (or designee). Employee shall be granted vacation time of ten (10) days per year during the duration of this contract. Vacation days must be used within the fiscal year for which they are made available unless an extension is granted by the Superintendent (or designee), 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, inefficiency, or if Employee materially breaches the terms and conditions of this Contract, or for other causes determined to be sufficient by the Board. Employee understands that he works at the pleasure of the Board, and only so long as his work is deemed satisfactory 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, including any accumulated sick leave, 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 a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board if the Board determines termination is in keeping with applicable laws.

Prior to 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 administrator, the Board shall make premium payments on behalf of Employee and his/her eligible dependents not to exceed the

amounts allowed under the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011), for enrollment in the following insurance programs:

Health Insurance - Set Seg Administered BCBSM Simply Blue with HSA  
With prescription drug coverage - \$3,000.00 deductible for one-person  
contract, \$6,000 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

Life - Group Life/AD&D in the amount of \$50,000

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 \$3,499.98. Employee, as a condition to receiving cash in lieu, must first provide documentation that he/she otherwise receive health insurance that meets the value and coverage requirements of the Patient Protection and Affordable Care Act.

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 predicated 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.

In addition to the above insurance products, the Board shall provide Employee tuition reimbursement of 60% for classes with a 2.0 GPA or better if the classes have been preauthorized by the Superintendent.

The Board reserves the right to change the identity of the insurance carrier, policyholder 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: Good Friday, Memorial Day, Presidents Day, Independence Day (4<sup>th</sup> July).

12. If Employee is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 6 days per contract term. Unused paid leave days hereunder shall be cumulative to a maximum 110 days for absence due to personal illness or disability of Employee.

13. Employee is entitled to one (1) personal day 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.

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 Contract is executed on behalf of the Glen Lake Community Schools pursuant to the authority granted to its Superintendent to execute these contracts.

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

Date: 4/4/18


  
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EMPLOYEE

Date: 4/9/18

  
\_\_\_\_\_  
SUPERINTENDENT

SCHOOL DISTRICT BOARD OF EDUCATION

Date: 4/9/18

  
\_\_\_\_\_  
By Board President

  
\_\_\_\_\_  
By Board Member