

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Glen Lake Community School District (hereinafter "Board") and Dina Rocheleau (hereinafter "Administrator") that pursuant to Section 1229 (2) of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its Regular meeting held on the 8th day of June, 2020, has and does hereby employ the said Administrator for a One (1) year period commencing on July 1, 2020 and ending on June 30, 2021, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of 6-12 Principal as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related thereto. Administrator 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. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements 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. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator 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, Administrator 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. Administrator 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. Administrator shall be paid at an annual salary rate of not less than One Hundred Ten Thousand Dollars (\$110,000.00) 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. For purposes of calculating a daily rate, the yearly salary shall be divided by Two Hundred Ten (210) days, rounding up to the nearest penny.

5. Should Administrator be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).

The Board hereby retains the right to adjust the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator'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 Administrator and the Board, shall become a part of this Contract.

6. Administrator is employed on a school year basis (July 1- June 30) for 210 days, as scheduled by the Superintendent. Generally, Administrator's work schedule will follow the teaching schedule, with an additional ten (10) days before school begins, and additional ten (10) days at the end of the school year, and an additional five (5) days during the summer. Administrator shall be granted three (3) personal days per year. Administrator 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.

7. Administrator's performance shall be evaluated by the Superintendent, or their designee, at least annually using multiple rating categories that take into account data on student growth as a significant factor.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if Administrator materially breaches the terms and conditions of this Contract, or for other causes determined to be sufficient by the Board which are not arbitrary or capricious. Should the Board exercise its right to terminate the Administrator's employment for engaging in an act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or material breach of the terms and conditions of this Contract, the Board shall have no further obligation for any unearned salary amounts. Should the Board exercise its right to terminate the Administrator's employment for other non-arbitrary or capricious causes, the Board shall pay Administrator an amount equal to Fifty Percent (50%) of the amount of unearned salary remaining on the Contract, not to exceed an amount equal to one year's salary.

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 keeping with the standards contained in Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss Administrator 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.

9. Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel for economic necessity, as determined by the Board. The Administrator shall be given at least thirty (30) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

10. In the event of Administrator'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 Administrator 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, Administrator 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 Administrator, it may require a second opinion, at Board expense.

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

If the Administrator 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 resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator'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.

11. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teacher's Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

12. Administrator 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, Administrator shall authorize the release of medical information necessary to determine if Administrator 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 Administrator 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.

13. 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 Administrator 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 - Option 1: \$3000.00 deductible for a one-person contract, \$6000.00 deductible for a family contract (2 persons or more).
Option 2: \$1400.00 deductible for a one-person contract, \$2800.00 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

Life – Group Life/AD&D coverage in the amount of \$50,000.

LTD – Set Seg Long Term Disability insurance for Administrators – 60 day qualifying period – Rate of benefit is 66.235 with a maximum benefit of \$3,500 per month

TSA – TSA of \$1,500 per year

Should Administrator opt out of health insurance, the Board shall pay Administrator the amount of \$7,000, or an amount equal to the average cash-in-lieu of health insurance payment provided to other District employees. Administrator, as a condition to receiving cash-in-lieu, must first provide documentation that he/she otherwise receives health insurance that meets the value and coverage requirements of the Patient Protection and Affordable Care Act (or its replacement Act).

If changes in the law require employee contributions or caps, Administrator shall contribute an amount to the insurance premiums listed above equal to that required by changes in the law, including any amount which exceeds any statutory cap. If any District funds are predicted upon employee premium contributions or premium caps, Administrator shall pay an amount necessary for the District to receive full funding. Administrator hereby authorizes payroll deduction for the above amount.

In addition to the above insurance products, the Board shall provide Administrator tuition reimbursement of 100% for classes with a 3.0 GPA or better.

14. 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 Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator 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. Administrator 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.

15. If Administrator 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 Administrator.

16. Administrator shall be eligible to be reimbursed for travel, meals and lodging. Any reimbursed expense to be incurred by Administrator for out-of state travel or travel in excess of \$500 per trip shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses with direction of the Board.

Subject to express approval by the board, the fees or dues for membership in appropriate professional and/or organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board.

17. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$2,000,000.00. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

18. This contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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 Administrator 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.

19. 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).

20. Administrator agrees that any claim or suit arising out of Administrator'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. Administrator 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.

21. 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 8th day of June, 2020, 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.

7.7.2020
Date

Jina Rochelleau
EMPLOYEE

7.7.2020
Date

[Signature]
SUPERINTENDENT

SCHOOL DISTRICT BOARD OF EDUCATION

7-8.2020
Date

[Signature]
Board President

