

**L'ANSE AREA SCHOOLS
CONTRACT OF EMPLOYMENT
Superintendent**

It is hereby agreed by and between the L'Anse Area School District Board of Education ("Board"), party of the first part, and Susan Tollefson ("Administrator"), party of the second part, hereinafter collectively referred to as the parties, that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 21st day of March 2016, has and does hereby employ the said Administrator according to the terms and conditions as described and set forth herein as follows:

1. TERM

The Administrator shall be employed as Superintendent by the Board, commencing on March 21, 2016, on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30 and hereinafter referred to as "Contract year") as scheduled by the Board, and ending on June 30, 2018. The term commencing on March 21, 2016 and ending on June 30, 2016, shall be prorated for the purposes of Compensation, Leave Privileges, Insurance and Fringe Benefits.

2. DUTIES

The Administrator shall perform the duties of Superintendent 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 with respect to her responsibilities and directions related thereto. Administrator agrees to *devote* her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Administrator agrees to faithfully perform the duties of Superintendent as assigned by the Board and to comply with the directives of the Board 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 to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Contract. Further, Administrator pledges to use her

responsible during the entire term of this Contract. Further, Administrator pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility. The Administrator agrees to and shall, during the term of this Contract, *devote* her time, attention and energy to the position of Superintendent. However, the Administrator may serve as a consultant to other districts or educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short term duration at her discretion, with prior approval of the Board. The Administrator shall use *vacation leave* to perform outside activities, and she shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

3. COMPENSATION

The Board agrees to pay the Administrator the annual salary of \$85,000.00, to be prorated to the date of this Contract, for the remainder of the 2015-2016 school year, an annual salary of \$87,500.00 for the 2016-2017 school year and an annual salary of \$90,000 for the 2017-2018 school year. Salary for subsequent years shall be *reviewed* and determined annually, by the Board, and will be at least equal to the Administrator's first year salary. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments as evaluated will be a significant factor in determining any adjustment to the Administrator's compensation.

4. REQUIRED CERTIFICATIONS AND QUALIFICATIONS

Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned, Additionally, Administrator agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or 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 assigned as required

herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. This Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks.

5. EXTENSION/RENEWAL

This Contract may be extended either by option of the Board or by operation of law, as follows:

A. **Board Option.** Except in the initial first year of this Contract, the Board, no later than the last day of March of each year during the term of this Contract, may extend the Contract for an additional one-year period. In exercising this option, the Board also shall establish the annual salary and benefits package to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this Contract shall remain unchanged.

B. **Operation of Law.** Unless the Board gives written notice of non-renewal of this Contract to the Administrator at least 90 days before the Contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code.

Nothing contained in this Contract shall limit the Board's ability, at any time during the term of the Contract, to extend the Contract for more than an additional one-year period so long as any extension is in compliance with Section 1229(1) of the Revised School Code.

6. TERMINATION

The Board shall be entitled to terminate Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if the Administrator materially breaches the terms and conditions of this Contract. In the event the Board undertakes to dismiss Administrator during the term of this Contract, 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. EVALUATION

The Administrator's job performance shall be evaluated by the Board at least annually through the use of a rigorous, transparent, and fair performance evaluation system that satisfies the requirements of Section 1249 of the Revised School Code. The Board shall provide to the Administrator the results of its evaluation of the Administrator's performance in writing. Subject to Section 5 of this Contract, the Board reserves the right to take action to prevent a contract extension based upon such evaluation.

8. LEAVE PRIVILEGES, INSURANCE AND FRINGE BENEFITS

All insurance benefits are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various plans provided by the Board, including the selection by the Board of alternate providers. The Board shall have the right to change the insurance provided the new insurance is comparable to that identified in this contract or that any change in health insurance results in the Administrator being provided the insurance that is provided to teachers in the District.

a. The amount of the health insurance premium the Board is obligated to pay shall be limited to the hard dollar "cap" in section 3 of the Publicly Funded Health Insurance Contribution Act (PFHICA) (as adjusted annually under that legislation), unless the Board has exercised its right under section 4 of the PFHICA for the year in question and selected the "80/20" option. If the "80/20" option has been selected, the Board's health insurance cost payment obligation shall be limited to 80% of the cost. The portion of the health insurance cost the employee is obligated to pay shall be payroll deducted. This provision shall be interpreted in a manner consistent with interpretations of the PFHICA by the Department of Treasury and Department of Education, to assure that the maximum amount the board is obligated to pay complies with Section 3 of the PFHICA (or Section 4 of the PFHICA if the "80/20" option has been selected)."

- Insurance Benefit Package with Saver RX Co-payment
- \$200.00/\$400.00 Deductible

- \$10/\$25/\$50 OV/UC/ER Co-payment Option
- Delta Dental Care Plan
- VSP-3 Vision Plan
- Dependents for all plans are included as specified in the MESSA Plan

b. If not electing the Medical Benefit Plan, the Board offers the Administrator PAK-B, Non-Medical Benefit Plan, and a cash option plan in the amount of \$500.00 per month under MESSA Optional programs.

c. Delta Dental: 6170-006 100/100/90 NO ORTHO; \$4,000 Class I, II & III Max. Cleanings 2. Coverage for dependents will be included through the age of 26 when meeting IRS definition of a dependent.

d. VSP-3. Plan year is July to July. Dependents included as specified in IRS code for qualifying dependents.

e. \$50,000 Term Life Insurance, convertible upon retirement to individual policy paid by retiree-subject to underwriter approval. \$5,000 Employee's Spouse Term Life Insurance \$2,000 Employee's Dependent Children's Term Life Insurance. Group Term Life coverage over \$50,000 will be subject to social security.

f. Long-Term Disability Insurance with MESSA. $66 \frac{2}{3}\%$ Max \$5,000 Benefit Plan to begin after three (3) months' disability. NOTE: Benefit Option-The Administrator may have the option of the benefit or a pro-rated portion of the benefits in f. or the cash equivalent of what the benefit cost is to the district, if in accordance with insurance carrier's requirements.

g. Paid holidays, which fall within the regularly scheduled work week, shall include: New Year's Day, Good Friday, Memorial Day as observed, July 4, Labor Day, Thanksgiving Day and the Friday following, Christmas Day and the day prior.

h. Sick leave in the amount of 13 days per Contract year, cumulative to 160. Leave chargeable against sick leave shall include personal illness and/or illness in the immediate family (as defined in paragraph 8(i)). Any accumulated sick days earned by the Administrator through former position(s) in the District shall be carried over and retained by her in her position as Administrator so long as the cumulative total of sick days does not exceed 160.

i. Bereavement leave for a death in the immediate family (immediate family shall be interpreted as parents, or foster parents, spouse, child, sister, brother, grandparent, grandchild, corresponding relative of the Administrator's spouse, or a dependent of the immediate household) will be limited to three days per death unless additional time is needed due to travel.

j. A leave of absence may be granted to the Administrator by the Board for reasons not covered under sick or bereavement leave and will be limited to three personal days per Contract year. Any extended leave of absence (greater than three days) not covered under this section shall be subject to review and approval by the Board.

k. Payment of unused sick leave at retirement, provided said Administrator has been an employee of the District for a period of at least five (5) consecutive years, shall be paid at the Administrator's per diem rate. Payable sick leave shall be capped at sixty (60) days.

l. Reimbursement for classes will be at the rate of \$100.00 per credit hour to a maximum of \$600.00 or six credit hours per Contract year.

m. Vacation days - Administrator shall be granted vacation time of twenty (20) days per Contract year. Vacation days may accumulate to a maximum of ten (10) days carry-over to the following Contract year. The Administrator shall not receive any additional compensation in lieu of unused vacation days.

9. PERSONAL EXPENSES (Transportation, Meals, Lodging)

Administrator shall be eligible to be reimbursed for travel, meals and lodging while in performance of her duties as Administrator in accordance with per diem expense and reimbursement procedures established by the Board. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with Board procedure and/or policy.

10. PROFESSIONAL DUES

Professional Dues shall be paid, at the request of the Administrator, to the state (MASA) and national (AASA) associations, by the Board of Education.

11. PROFESSIONAL LIABILITY

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 her authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling with respect to 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 such an event, the Board may agree, on a case-by-case basis, to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

12. TENURE EXCLUSION

It is mutually understood and agreed that this Contract does not confer tenure upon the above named person in the position of Superintendent, in any other administrative position, in any non-classroom position or in any other non-teaching position to which she may be assigned.

13. MEDICAL EXAMINATION

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, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment with or without reasonable accommodation(s). The Board may

require that Administrator have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Administrator to perform her duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of the physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

14. SEVERABILITY

The provisions of this Contract are severable and if any part of this Contract is found to be null, void or inoperative, the other provisions, paragraphs, or portions thereof, shall remain in full force and effect.

15. BREACH


In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.

16. MODIFICATIONS/MERGERS

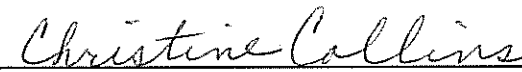
This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of the Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever. The terms of this Contract may not be revised by oral and/or written statements by individual Board members or any other representative or agent of the District and/or Board. No change or modification of this Contract shall be valid or binding unless it is in writing and has been formally approved by the Board and signed by the Administrator and the Board. No waiver of any provisions of this Contract shall be valid unless in writing and

formally approved by the Board and signed by the Administrator and 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.

ON BEHALF OF THE L'ANSE AREA SCHOOLS
BOARD OF EDUCATION

By: 
JASON A. AYRES, President

Date: 03.24.2016

By: 
CHRISTINE COLLINS, Secretary

Date: 3.23.2016

ADMINISTRATOR

By: 
SUSAN TOLLEFSON, Superintendent

Date: 3-23-2016

Approved by the LAS District Board of Education on _____.