

HASTINGS AREA SCHOOL SYSTEM

CONTRACT OF EMPLOYMENT

School Administrator: Superintendent

It is hereby agreed by and between the Board of Education of the Hastings Area School System (hereinafter "Board" or "District") and Dr. Carrie P. Duits (hereinafter "Administrator") 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 20th day of June, 2016, has and does hereby employ the said Administrator for a three year period commencing on July 1, 2016 and ending on June 30, 2019, according to the terms and conditions as described and set forth herein as follows:

1. 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 is subject to assignment and transfer to another administrative position of employment in the District at the discretion of the Board.

2. Administrator represents that 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, 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 her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and 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 assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator shall devote her full-time, skills, labor, and attention to the direction and supervision to the District and shall not, during the term of her employment with the District, be engaged in any other business. By written agreement with the Board, Administrator may undertake consultative work, speaking engagements, writing, lecturing, membership in office in educational organizations, or other professional duties and obligations. If Administrator receives such compensation, she will be required to use vacation time to cover the time missed from work. In the event that the Board, in its sole discretion, determines that any such activity interferes with Administrator's performance of duties, the Board may require that the Administrator cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

The parties recognize that Administrator's effectiveness depends upon her proximity, accessibility, and attendance at functions and events connected with the District and the community it serves. Accordingly, the parties agree that if Administrator elects not to establish her principal residence and domicile within the geographic boundaries of the Hastings Area School System, she shall establish and maintain his/her principal residence and domicile within twenty (20) miles of the nearest boundary of the Hastings Area School System, as permitted by MCL 15.602.

Administrator agrees to faithfully perform those duties 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 District during the entire term of this Contract. Administrator agrees that she will diligently and competently discharge her duties on behalf of the District to enhance the operation of the District and will use her best efforts to maintain and improve the quality of the programs and services of the District.

4. Administrator shall be paid at an annual (twelve month) base salary rate of not less than One Hundred Thirty-four Thousand Five Hundred Fifty Dollars (\$134,550) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. 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).

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.

As another component of Administrator's remuneration for services performed under this Contract, the District will make an annual contribution to a non-elective employer contributed 403b annuity in an amount equal to seven percent (7 %) of the Administrator's base annual salary rate (as identified above) for each full fiscal year of service (i.e., July 1 – June 30) on the condition that Administrator establishes and maintains her principal residence and domicile within the boundaries of the District.

During fiscal years of this Contract (i.e., July 1, 2016 – June 30, 2019), the annuity contribution will be made on behalf of the Administrator in a lump sum on the final payroll of the fiscal year provided that she has elected to maintain his/her principal residence and domicile within the District during that entire fiscal year.

5. Consistent with the provisions of Section 1250 of the Revised School Code, if Administrator receives an annual performance evaluation with an overall rating of not less than "effective" and has achieved specific performance objectives identified by the Board, an amount equal to no less than three and one half percent (3.5%) but no greater than five and one half percent (5.5%) of her annual base salary rate (as identified in ¶ 4 of this Contract) shall be prospectively added to the Superintendent's annual salary rate effective at the commencement of

the next succeeding fiscal year. 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 the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator will earn thirty-two (32) vacation days per fiscal year beginning with the fiscal year commencing on July 1, 2016. Effective July 1, 2017, the Administrator will instead earn thirty-four (34) vacation days per fiscal year.

Commencing with the fiscal year beginning on July 1, 2016, Administrator may redeem up to nine (9) unused vacation days annually. For the purposes of computation of reimbursement for unused vacation days, the Superintendent's annual salary (presently \$134,550) shall be divided by 260 days (52 weeks x 5 days) or \$517.50 per diem. Any redeemed unused vacation days are not regarded as compensation for contributions to the Michigan Public School Employees Retirement System.

Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the District. All scheduling of vacation is subject to the approval of the Board.

Vacation is to be taken between July 1 – June 30 of the fiscal year in which it is earned. Administrator will not be permitted to accumulate paid vacation days from one fiscal year to another and will not, except as provided above, be remunerated for unused vacation days.

7. Administrator's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

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, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

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 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.

If, during the term of this Contract, Administrator enters into another employment contract or any other employment relationship having an effective date during the term of this Contract, the Board may, at its option, immediately terminate and cancel this Contract by providing Administrator with notice of the effective date of cancellation. In that event, the Board will have no further liability or obligation hereunder.

9. In the event of Administrator's mental and/or physical incapacity to perform the duties of her office, 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 a verified prognosis that Administrator will be able to resume her duties at the conclusion 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 Administrator 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. 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.

10. Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which 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 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 Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. 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 his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board 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.

12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and her eligible dependents for enrollment in the following insurance programs:

Health Insurance - Priority Health High Deductible Health Plan (HDHP) with employer contribution to match annual plan deductible (\$4,000 Family / \$2,000 single). This amount is to be deposited into the employee's Health Savings Account (HSA) on January 1 of each calendar year. The amounts contributed by the District under this provision shall be included within the aggregate medical benefit plan costs paid by the District as specified below.

The District will remit the following annual payments for medical benefit plan costs on behalf of Administrator for the Priority Health High Deductible Health Plan:

\$511.84 / month for a single subscriber coverage
\$1,070.42 / month for individual and spouse or individual plus-one-non-spouse-dependent coverage
\$1,395.94 / month for a full family coverage

Administrator agrees that she is responsible for all medical benefit plan costs associated with the Priority Health High Deductible Health Plan (HDHP) in excess of the aggregate amounts contributed by the District for medical benefit plan costs, as specified above.

If Administrator elects in writing not to enroll in the above health insurance plan, she will instead receive a monthly payment of \$400 from the District through the District's Section 125 plan.

Additionally, the District will remit monthly premium amounts on behalf of Administrator (and her eligible dependents) for the following coverages:

Dental Insurance – Ameritas Group

Term Life Insurance (Administrator only) – The District will provide life insurance and accidental death and dismemberment coverage of 2 times the annual salary rate at no cost to the employee.

Vision Insurance – NVA (National Vision Administrators)

Long Term Disability Insurance (Administrator only) – ING North American Insurance Corporation

Administrator agrees that the Board has the right to allocate to her responsibility for a portion of the benefit plan costs for the insurance products and plans specified above, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the amount for which she is responsible in excess of the Board paid benefit plan costs contributions. Administrator agrees that the amount of benefit plan costs contributions designated by the Board as Administrator's responsibility shall be payroll deducted from her compensation.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, 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 coverage for Administrator and 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 remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

14. Administrator is entitled to the following holidays for which no service to the District is required:

New Year's Eve Day / New Year's Day / Day following New Year's Eve Day
Martin Luther King Day (if school is not in session)
President's Day (if school is not in session)
Good Friday (if school is not in session)
Memorial Day
Day before Independence Day / Independence Day / Day following Independence Day
Friday before Labor Day / Labor Day
Thanksgiving Day / Day following Thanksgiving Day
Christmas Eve Day / Christmas Day / Day following Christmas Day

15. If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of ten (10) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of forty-five (45) days for absence due to personal illness or disability of Administrator.

16. Administrator shall be entitled to three (3) personal business days per fiscal year, which days are not accumulative.

17. Administrator shall be granted up to five (5) days of paid bereavement leave in the event of the death of Administrator's spouse or immediate family. The term "immediate family" shall mean: parents (including in-laws); grandparents; children (and their spouses); grandchildren; brothers or sisters (and their spouses). Bereavement leave is not accumulative.

18. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and 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 his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

19. Administrator may attend appropriate professional meetings at local, state and national levels, the expense of attendance to be paid by the District. State and national attendance requires pre-approval and authorization of the Board.

- 20. Administrator shall be eligible for graduate tuition reimbursement for up to one (1) class per fiscal year, provided that the class is related to the job content of Administrator.

21. 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. 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).

22. Administrator shall annually receive a Hastings Area School System Family Sports Pass.

23. 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.

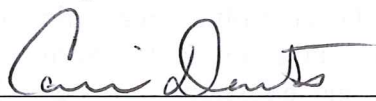
24. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

25. 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.

26. This Agreement is executed on behalf of the Hastings Area School System pursuant to the authority granted as contained in the resolution of the Board adopted on April 22, 2014, 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: June 20, 2016



DR. CARRIE DUITS, ADMINISTRATOR

HASTINGS AREA SCHOOL SYSTEM
BOARD OF EDUCATION

Date: June 20, 2016

By 

LUKE E. HAYWOOD, PRESIDENT

By 

VALERIE SLAUGHTER, SECRETARY