

## CONTRACT OF EMPLOYMENT

### **Angela Piazza**

It is hereby agreed by and between the Board of Education of the Cassopolis Public Schools (hereinafter "Board") and Angela Piazza (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 10<sup>th</sup> day of April, 2017, has and does hereby employ Angela Piazza for a period commencing on July 1, 2017 and ending on June 30, 2020, 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.
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 all certification and 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.
3. Administrator agrees to devote 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 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 during the entire term of this Contract. Administrator agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best effort to maintain and improve the quality of the programs and services of the School District.
4. Administrator shall be paid at an annual (twelve month July 1 to June 30) salary rate of not less than One Hundred Twelve Thousand Dollars (\$112,000.00) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. Salary shall be prorated in the event of less than a full year of work.
5. 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 shall be granted vacation time of

twenty-five (25) days per fiscal year, which days shall be earned at a rate of 2.08 days per month. Vacation days must be used within the fiscal year for which they are made available and Administrator may carry over up to ten (10) days to the following fiscal year with written Board approval. Accumulated vacation shall not exceed 35 days. The Administrator shall be entitled to full compensation of vacation upon voluntary resignation and/or retirement. Administrator 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 Board.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.

7. This Agreement may be extended by agreement of the parties or by operation of law. The Board shall review this Contract with the Superintendent annually, and shall, on or before the first Board meeting in February of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing.

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, as determined 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 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.

9. The Board specifically reserves the right to non-renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

10. 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 the 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 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 the paragraph (or any extension thereof), here 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 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 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 Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provision 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, 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 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 for any legitimate articulated reasons. 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 her eligible dependents for enrollment in the following insurance programs:

A. Health coverage provided by the Board for the Administrator and her eligible dependents. The District will contribute the state hard cap. The Administrator shall be responsible for any annual premium in excess of the premium amount. The Administrator may pay her required premium on a pre-tax basis under the District's Section 125 Plan. Any portion of the premium that the Administrator is obligated to pay which is not paid under the District Section 125 Plan shall be paid through payroll deduction.

B. A qualified group term life insurance policy, including AD+D, in the face amount of 1 1/2 times the annual salary of the Administrator with a carrier to be selected by the Board.

C. Dental Insurance Plan as determined by the Board will be provided for the Administrator and family.

D. Vision coverage will be provided for the Administrator and family.

The foregoing insurance benefits shall be subject to the express terms, conditions and limitations set forth on the Master Contracts issued by the respective carriers to the Board.

Administrator shall contribute the amount of *(or express contribution as a percent of premium)* \_\_\_\_\_ per month, or whatever employee premium contributions are required by law per month, whichever amount is greater, as a condition to participating and enrolling in the above insurance programs. Administrator hereby authorize payroll deductions for the above amount.

14. Administrator is entitled to the following holidays for which no service to the School District is required: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Friday before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, day before Christmas, Christmas Day, and the day before New Year's 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 eleven (11) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred forty (140) days for absence due to personal illness or disability of Administrator.

Administrator may choose to turn in half of the remaining sick days, with a maximum of 5.5 accumulated sick days, at the daily rate of pay each year. The other half of their sick days would carry over to the following year.

Should Administrator not complete a full school year, her annual sick leave for that year shall be prorated. When sick days are needed beyond what an individual has accrued, those additional days shall be deducted from the Administrator's pay. Such compensation will reduce their accumulated days accordingly. Any Administrator retiring, after 15 years of service with the District, as defined by MPERS, shall receive compensation at the rate of Seventy-Five Dollars (\$75.00) for any unused sick days.

16. 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 her reasonable and necessary expenses in accordance with direction of the Board or its designee.

Subject to express approval by the Board, the fees or dues for membership in appropriate professional 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 herself in relation thereto not prepaid by the Board.

17. The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting during the course of her employment and within the scope of her authority and duties as Superintendent and are not contrary to established Board policy.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

18. In addition, Administrator shall be given three (3) personal leave days at the start of the school year to be taken a full day or half day at a time. Both shall be for the purpose of permitting the Administrator to transact personal business, provided arrangements for leave have been made at least 24 hours in advance.

19. The Administrator shall live within a 20-mile radius of the District.

20. The Board agrees to pay actual cost of tuition and books for classes taken by the Administrator, up to the current charge per graduate credit at Western Michigan University. The Board limits its responsibility to a maximum of six (6) credit hours per year.

21. The Board agrees for the Administrator to have the use of a district vehicle at all times, with the understanding that when it is needed, the Administrator will make it available for that period of time.

22. The Administrator shall devote her time, attention and energy to the business of the School District. However, she may engage in lecturing and writing activities related to the educational field so long as such activities do not interfere with her duties and responsibilities to the School District.

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 agreement (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. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties may agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 691.1681 *et seq* and MCR 3.602.

If the parties agree to arbitrate, the parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claim applies to those matters which would otherwise be subject to state or federal court proceedings.

An agreement to arbitrate means that Administrator is waiving her rights to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the 43<sup>rd</sup> Circuit Court of Michigan (Cass County), pursuant to MCL 691.1681 *et seq*.

25. 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).

26. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than nine (9) 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 nine (9) months, but agrees to be bound by the nine (9) 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.

27. The District will contribute to the Michigan Public Schools Employee Retirement System (MPSERS) on behalf of Administrator, according to State law.

28. The Board will make an annuity contribution of \$7,500.00 on behalf of the Superintendent for year 2017-18; an additional \$2,500.00 for year 2018-19 (totaling \$10,000.00); and, an additional \$2,500.00 for year 2019-20 (totaling \$12,500.00). The Board may increase this contribution at its discretion in the future based upon favorable performance evaluations.

29. The Board agrees to offer a one-time stipend payment of up to Five Thousand Dollars (\$5,000.00) to compensate the Administrator for relocation expenses, upon receipt of billing.

30. This Agreement is executed on behalf of the Cassopolis Public Schools District pursuant to the authority granted as contained in the resolution of the Board adopted on April 10, 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: 4-12, 2017

  
\_\_\_\_\_  
Angela, Piazza, Administrator

CASSOPOLIS PUBLIC SCHOOLS BOARD OF EDUCATION

Date: 4-12, 2017

  
\_\_\_\_\_  
Scott Ward, President

  
\_\_\_\_\_  
Susan Horstmann, Secretary

ATTACHMENT 1

The Board of Education shall pay to the Administrator an annual salary of One Hundred Twelve Thousand Dollars (\$112,000.00). The Board of Education shall consider the Administrator's job performance and job accomplishments in setting her base annual salary as required by Section 1250 of the Revised School Code.

The Administrator will be waived from any decrease in salary per the Student Count Schedule listed below due to loss of enrollment for the 2017-18 school year, but will be entitled to any increase from student enrollment for the 2017-18 school year. For school year 2018-19, the Student Count Schedule listed below will apply to Administrator.

Gain/loss of students is to be based on the October Count Day of the previous year to the October Count Day of the contract year.

Loss of Students on Count Day	=	Reduction
43-49	=	3%
36-42	=	2.5%
29-35	=	2%
22-28	=	1.5%
15-21	=	1%
10-14	=	0.5"
0-9	=	Freeze
Gain of Students on Count Day	=	Increase
1-10	=	1%
11-20	=	2%
21-30	=	4%

Any percentage change of pay will be retroactive to the beginning of the contract year.

Also, in 2017-18 there will be a one-time \$500.00 off-schedule payment to Administrator for being actively employed by December 1, 2017. This one-time off-schedule payment will be made on a December payday. The payment will not increase the base salary.



# SUPPLEMENTAL CONTRACT

Angela Piazza  
Superintendent

This supplemental contract is for duties performed by Dr. Angela Piazza as Superintendent of Cassopolis Public Schools from July 9, 2018 through the end of her contract which expires June 30, 2022. Dr. Piazza's initial contract was updated at the July 9, 2018 Board of Education meeting to be extended to June 30, 2022.

Contract Language in #4 of Dr. Piazza's initial employment contract is changed to read as follows:


\$114, 240.00 base salary which reflects a 2% increase due to an increase in student enrollment from the Fall 2018 Count.

Attachment 1 (page 8) is being removed from all District Contracts, starting July 1, 2019.

This Agreement is executed and agreed to by the following parties:


---

Dr. Angela Piazza,  
Superintendent



---

Scott Ward, President  
Board of Education



---

Lisa Cutting, Secretary to the  
Board of Education

Cc: Personnel File  
Payroll