

Eaton Regional Education Service Agency

CONTRACT OF EMPLOYMENT

School Administrator - Superintendent

It is hereby agreed by and between the Board of Education of the Eaton Regional Education Service Agency (hereinafter "Board") and **Cynthia J. Anderson** (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 February, 2019 has and does hereby employ the said Administrator for a Two (2) year period commencing on **July 1, 2019** and ending on **June 30, 2021**, according to the terms and conditions as described and set forth herein as follows:

1. 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. The Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. The Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board, provided that the Administrator's annual compensation remains as stated in Paragraph 4.

2. The 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, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. The Administrator agrees, as a condition of his/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 the 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. The Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the 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. The Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

4. For the 2019-20 school year, the Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Seventy Two Thousand Five Hundred Twenty-Five Dollars (\$172,525) 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. A three percent (3%) annual increase in salary for subsequent years of this contract will be provided, subject to review by the Board and provided the Administrator is rated Effective or Highly Effective in the year preceding the effective date of this increase.

In addition, the Administrator shall receive a non-elective Board paid Nineteen Thousand Dollar (\$19,000) 403(b) contribution. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the contract year (July 1, 2019 - June 30, 2021), on the same schedule as all other employees.

The Board hereby retains the right to increase the annual salary of the Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, the Administrator's job performance, overall effectiveness and job accomplishments will be significant factors in determining any adjustment to the Administrator's compensation. Any increase in salary made during the term of this Contract not otherwise specified herein, shall be in the form of a written amendment and when executed by the Administrator and the Board, shall become a part of this Contract.

5. The 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. The Administrator shall be granted vacation time of 25 days per fiscal year. Vacation days should be used within the fiscal year for which they are made available, however, the Administrator is allowed to carryover up to five (5) vacation days at the end of the fiscal year. The 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 President.

6. The 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). The Administrator's annual year-end evaluation shall be completed not later than March 15 of each school year. The Board shall consider whether to award a one year contract extension during the same meeting as the annual year-end evaluation. If the Board decides to award a one year contract extension, the Board's designees shall review the Contract with the Administrator to address any necessary amendments pending Board approval. The Administrator shall notify the Board of Education Fifteen (15) days in advance of the evaluation's due date and of the need to consider an extension.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that the Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if the Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious. Issues involving competency shall incorporate by reference the requirements of Section 1249 of the Revised School Code, MCL 380.1249.

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 subject to Section 1229 of the Revised School Code, MCL 380.1229.

In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, he/she shall be entitled to prior written notice of charges and an opportunity for a hearing before the Board, which may be in closed session at the Administrator's option as allowed by the Open Meetings Act. 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.

8. The Administrator may unilaterally terminate this Contract only upon three (3) months prior written notice to the Board, during which three months, the Administrator shall continue to perform his/her obligations to the district.

9. In the event of the Administrator's mental and/or physical incapacity to perform the duties of his/her office, she shall be granted an initial leave of ninety (90) work days for the purpose of recovery. The Administrator shall first exhaust any accrued leave time, including sick leave, personal business and vacation time. Once accrued leave time is exhausted, the Administrator will receive his/her daily rate of pay until eligible for long-term disability insurance benefits provided for in this Agreement. Upon utilizing leave under this provision, the Administrator shall furnish medical certification to the Board (or its designee) regarding the necessity for the leave in accordance with the Family Medical Leave Act, or other applicable law, or at the discretion of the Board if no law applies.

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, as stated within the Family Medical Leave Act, if applicable.

The 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 to a reasonable degree of medical certainty that Administrator will be able to resume his/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 the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), 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, the Administrator shall provide to the Board a fitness for duty certification from the 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. The 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 the 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. The 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, the Administrator shall authorize the release of medical information necessary to determine if the 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 the Administrator and his/her eligible dependents for enrollment in those insurance programs offered to administrators within the Eaton RESA, including, but not limited to:

- WMHIP Versatile 3 or HSA Flexible Blue 2, at Administrator's option
- \$300,000 Life Insurance
- Long-Term Disability Insurance (90-Day)
- ADN
- EyeMed

If the Administrator elects to not enroll in the offered health and hospitalization insurance program, the Administrator shall instead receive a cash option of \$400 per month in lieu of insurance.

The Administrator agrees that the Board has the right to allocate to the Administrator responsibility for a portion of the benefit plan costs for the insurance coverages 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 the Administrator of the amount for which he/she is responsible in excess of the Board paid benefit plan costs contributions. The Administrator agrees that the amount of benefit plan costs contributions designated by the Board as the Administrator's responsibility shall be payroll deducted from the Administrator's 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 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 the 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. The 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. The Administrator is entitled holidays for which no service to the School District is required consistent with the District's calendar.

15. If the Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of 90 days for absence due to personal illness or disability of the Administrator.

16. The 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 the Administrator for all reasonable and necessary out-of-district travel (including mileage at the IRS rate) shall be submitted in advance for review and approval by the Board President. In District travel shall not require pre-approval and shall be paid at the IRS rate. The Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board president. The District shall reimburse the Administrator for the reasonable cost of a cellular telephone and monthly cellular/data plan for use in performing his/her District duties.

17. Subject to express approval by the Board President, the fees or dues for membership in appropriate professional organizations for the Administrator shall be paid by the Board. Subject to prior approval by the Board President, the Administrator may attend appropriate professional meetings and development activities 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.

18. 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 the 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 the Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3)(d).

19. In the event of retirement from the District which results in early termination of this Contract, the Administrator shall be paid on a per diem basis for a maximum of Twenty Five (25) unused vacation and/or sick days as of the termination date.

20. This Contract contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the 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 the Administrator and the President and Treasurer 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.

21. In the event of any dispute between the parties relating to discharge of the Administrator during the term of this Contract, the parties hereby 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 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by the Administrator arising from the 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 the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that the Administrator is waiving his/her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Administrator shall have the right to representation by counsel of his/her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, the 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 the Administrator, subject to the right of the 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 the 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 Circuit Court for the 56th Judicial Circuit of Michigan (Eaton County), pursuant to MCL 600.5001.

22. 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).

23. The Administrator agrees that any claim or suit arising out of the 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. The 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.

24. This Agreement is executed on behalf of the Eaton Regional Educational Service Agency pursuant to the authority granted as contained in the resolution of the Board adopted on **February 20, 2019**, 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.

Eaton Regional Education Service Agency
Administrator

Date: 2/20/2019

Cynthia J. Anderson
Cynthia J. Anderson, Superintendent

Eaton Regional Education Service Agency
On Behalf of the Board of Education

Date: February 20, 2019

Jack Temsey
Jack Temsey, President
Debbie Roberts
Debbie Roberts, Treasurer

