

Contract of Employment
School Administrator

This contract is entered into by and between the Board of Education of the Genesee School District (hereinafter "Board") and Melody Strang (hereinafter "Administrator"). The Board in accordance with its action found in the minutes of the meeting held on the 16th day of June 2021, hereby employs Administrator a three (3) year period commencing on July 1, 2020 ending on June 30, 2023, according to the following terms and conditions.

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 School District at the discretion of the Board.
2. Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualification required by law, including the provisions of Section 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 of 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 positions 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 education programs and policies of the School District during the entire term of the Contract. Administrator agrees that she will diligently and competently discharge her duties on behalf of the School District to enhance the operation of the School District and will use her best efforts to maintain and improve the quality of the programs and services of the School District.

4. Administrator shall be paid an annual (twelve month) salary rate of not less than what is listed below 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.

2020-2021 School Year - \$121,800

2021-2022 School Year - \$123,627

2022-2023 School Year - \$126,100

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

The Board hereby retains the right to increase the annual salary of the Administrator during the term of this Contract. Any such increase shall be reflected in a written amendment to 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 the Administrator's compensation.

5. The District shall annually contribute an amount equal to \$5,000 to a 403(b) tax-sheltered annuity of Administrator's choosing. The payments to the 403(b) Plan will be made on a monthly basis for each month actually worked.

Beginning in the fourth year of employment (the 2020-2021 school year), in each year that the Administrator receives an annual performance evaluation rating of Effective or Highly Effective, the District shall make an additional fiscal-year-end contribution to the 403(b) Plan in an amount of \$3,000 for merit pay. This stipend will be in effect for the 2020-2021, 2021-2022 and 2022-2023 school years.

All payments under this Paragraph No. 5 intended as remuneration payable to Administrator for services actually performed by Administrator under this Contract of Employment. Administrator is solely responsible to choose the 403(b) Plan and for any tax consequences resulting from payments under this Paragraph or later withdrawals.

6. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). Administrator shall be granted vacation time of twenty-five (25) days per contract/fiscal year. Provided, however, that when

Administrator's workload does not allow for use of all available vacation time under this Agreement, Administrator may, if approved by the Board President, roll-over from one contract year to the next not more than 20 vacation days (such that the annualized allotment of vacation days shall never exceed 60 days) for use in the next contract year. Administrator shall schedule use of vacation days and personal 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.

7. Administrator's performance shall be evaluated by the Board not less than annually. At the discretion of the Board, after yearly evaluation, this contract may be extended for a period of 1 year. Any such extension shall be reflected in a written agreement to this Contract.
8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determined that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of the 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 Budget.

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 under this Contract.

9. In the event of the 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 the purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of 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 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 of 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), her employment and this Contract may be terminated at the option of the Board. However, no sure 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 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. 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, but 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 a classroom teacher, as may be required by Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion with the provision of the Michigan Teachers' Tenure Act.
11. Administrator shall submit to such medical examination, 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. 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 her eligible dependents for enrollment in the following insurance programs:
 - a. Health Insurance: ABC Plan 1 MESSA
 - b. Dental Insurance: Delta Dental
 - c. Long Term Life Insurance (Administrator): \$100,000
 - d. Vision Insurance: VSP3+
 - e. Long Term Disability: MESSA

Administrator agrees that the board has the right to allocate to Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of the Administrator 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 amounts for which she is responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

If Administrator makes a voluntary written election not to avail herself of the health/medical coverage offered by the Board, she shall receive \$5,000 annually for each school year of this contract, under a qualified Section 125 plan, on the further condition that Administrator furnishes written evidence that she is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

13. The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above coverages, provided that the comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit medical benefit plan costs or premiums for any insurance coverages 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 shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

Administrator is responsible for assuring compilation of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the medical benefits costs and premium contributions required under this Contract to provide the above-described plans and products, 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 School District is required: Memorial Day, Good Friday, Fourth of July, Labor Day, Thanksgiving Day and the day after, December 24, Christmas Day, the day after Christmas, New Year's Day and the day after 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 ten (10) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of forty (40) days for absence due to personal illness or disability of Administrator. Administrator will be allowed two (2) personal days per year and up to five (5) bereavement days per year for the death of an immediate family member.

16. Administrator shall be eligible to be reimbursed for travel (IRS Rate), 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 expense in accordance with direction of the Board or 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 or herself in relation thereto not prepaid by the Board.

17. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to 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 canceled and are superseded by the terms of this contract. Provided that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal record 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 the Contract at such time or at any other time.

18. In the event of any dispute between the parties relation to the discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceeding 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 Uniform Arbitration Act, MCL 691.1684 *et seq.*

The parties intend that this process of dispute resolution shall be including 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 claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead optioning to arbitrate those claimns. In any such arbitration proceeding, Administrator shall have the right 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 fees and 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 there one may be entered in the Circuit Court for the 7th Judicial Court of Michigan (Genesee County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

19. 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 provisions(s).
20. Administrator agrees that any claim or suit arising out 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 (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 lawsuit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the 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 unless it was brought within the minimum reasonable time within which the suit should have been commenced.
21. This Contract is executed on behalf of the Genesee School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 16, 2021 the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year above written, June 26, 2021.

June 26, 2021
Date

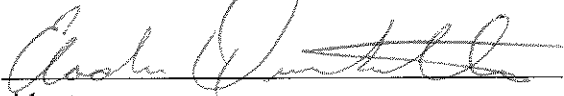



Administrator

June 26, 2021

Date

Genesee School Board of Education

By 
President

By 
Secretary