

DOLLAR BAY-TAMARACK CITY AREA SCHOOLS
SUPERINTENDENT-PRINCIPAL
CONTRACT OF EMPLOYMENT
2020-2022

This Contract is entered into by and between the Board of Education of the Dollar Bay-Tamarack City Area Schools Board of Education (the "Board") and Christina Norland ("Administrator"). The Board in accordance with its action found in the minutes of its meeting held on the 15th day of June, 2020, hereby employs Christina Norland for a two (2) year period commencing on July 1, 2020 and ending on June 30, 2022, according to the following terms and conditions.

1. Administrator shall perform the duties of Superintendent-Principal as prescribed by the Board and as may be established, modified, and/or amended from time to time by 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 be paid at an annual (twelve month) salary rate of not less than \$102,265 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 equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1-June 30).
4. At the request of the Superintendent and when in accordance with state and federal statutes, the district shall withhold and transfer annually or monthly an amount to be determined by the Superintendent, permitting the Superintendent to participate, if she so desires, in a tax-deferred annuity program.
5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30). The Board will provide twenty (20) days of paid vacation, along with Christmas, Thanksgiving, and Easter/Spring recesses, plus any other leaves of absence as granted to the certified teaching personnel of the district. 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 and shall communicate scheduled vacation days with the Board. Vacation time may accrue to a maximum of twenty-five (25) days.
6. Administrator's performance shall be evaluated by the Board annually, or as required by applicable law, but no later than the last day of December of each evaluation year during the term of this contract. The board will use an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with applicable laws (MCL 380.1249 and MCL 380.1249b). Upon completion of the formal evaluation, the Board of Education shall consider

renewal of the contract and take formal action on that consideration (if considering non-renewal) by no later than 30 days following the completion of the evaluation.

7. If the Administrator receives an “effective” or “highly effective” rating on her annual evaluation, she shall, at the board’s discretion, receive a lump sum merit payment up to but not exceeding 1% of her annual salary no later than 30 days following the completion of the evaluation.
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 timely 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 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 first sixty (60) days to be paid by the Board (until Long-Term Disability is enacted), and the remaining thirty (30) days of the ninety (90) work day leave 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 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), 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.

11. 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 or cash in lieu of insurance as provided to the certified teaching staff. Dental insurance as provided to the certified teaching staff. Vision insurance as provided to the certified teaching staff. Accidental death and dismemberment insurance as provided to the certified teaching staff. Term life insurance in the amount of one times the annual salary. Long-Term Disability insurance in an amount equal to 70% of the Administrator's current salary, with a 60-day waiting period.

As to the health insurance coverage referenced above, Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefit costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of 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 costs and premiums associated with the above-referenced health insurance plan exceeds the level of the Board's maximum contributions in compliance with PA 152, Administrator hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

12. If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of twelve (12) sick 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. In addition, until Administrator has accumulated the required number of sick days, the Board agrees to provide, in an emergency situation, the needed sick days to enact Long Term Disability Insurance (60 days).

Administrator is allotted three (3) personal days per contract year (July 1 through June 30). Unused personal days accrue as unused sick days. Upon termination of Administrator's employment with the district, sick days shall be paid as to the certified teaching staff. Administrator is granted bereavement leave as provided to the certified teaching staff.

13. 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. The Board will reimburse mileage expense at the current IRS rate. While Administrator's mileage expenses incurred traveling for normal business within Intermediate School District for normal business does not need prior board approval, any expense to be incurred by Administrator for out-of-district travel shall be submitted for review and approval by the Board. Administrator may be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.
14. Subject to 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.

15. Cell phone plus monthly costs will be provided by the school district.
16. The Board agrees to pay the premium amount for errors and omissions/wrongful acts 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 \$3,000,000. The terms of the errors and omissions/wrongful acts insurance policy shall be controlling respecting defense and indemnity of Administrator. The obligation undertaken by the Board shall be the payment of premium amounts and deductible for the above errors and omissions/wrongful acts 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).
17. 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.
18. In the event of any dispute between the parties relating to 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 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 Uniform Arbitration Act, MCL 691.1681 *et seq.*

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 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 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 fees 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 Circuit Court for the 12th Judicial Circuit of Michigan, Houghton 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 provision(s).
- 20. 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 lawsuit, 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. This waiver does not apply to counterclaims, cross claims, subrogation claims, or waive the right to implead the district or the board in the event of a claim against the Administrator.

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

Date: _____

ADMINISTRATOR
Dollar Bay-Tamarack City Area Schools

BOARD OF EDUCATION

Date: _____

By _____
President

Date: _____

By _____
Secretary