

Baraga Area Schools

"B.A.S. -- Building America's Scholars"

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ADMINISTRATION
Norman D. McKindles III, Interim Superintendent
Dennis Ruuspakka, H.S. Principal
Jennifer Lynn, Principal

SUPERINTENDENT'S/PRINCIPAL'S CONTRACT OF EMPLOYMENT 2011 - 2013

RECEIVED JUL 30 2012

This contract, entered into this 1st day of July, 2011 between the Board of Education, hereinafter called the "Board" and Jennifer Lynn, hereinafter called "Superintendent/Principal".

Witnesseth:

- 1. Duties:** The Superintendent/Principal agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the school district including, but not limited to those duties required by the State of Michigan School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant administrative action taken on its behalf. The Superintendent/Principal shall recommend, effect, or cause to be effective, the policies and programs of the Board of Education as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.
- 2. Term:** The Board agrees to employ Jennifer Lynn as Superintendent of its schools/Principal for the term of two (2) years from July 1, 2011 to and including June 30, 2013.

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period. Failure to exercise this requirement by March 31 will automatically extend this contract by one year. It is the responsibility of the Superintendent / Principal to remind the board of this requirement annually.

- 3. Evaluation:** The Board shall evaluate the Superintendent/Principal, at least annually, using the criteria of an evaluation process mutually agreed to by the Board and the Superintendent/Principal.
- 4. Tenure:** The Superintendent/Principal shall not be deemed to be granted continuing tenure in such capacity.



An Equal Opportunity Employer

5. **Professional Liability:** The District agrees that it shall defend, hold harmless and indemnify Superintendent / Principal from any and all demands, claims, suites, actions and legal proceedings brought against the Superintendent/ Principal in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent/ Principal was acting within the scope of her employment and excluding criminal litigation.

The Board shall provide liability insurance for the Superintendent/Principal to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent/Principal and will reimburse her for any portion of such expenses 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.

6. **Professional Growth:** The Superintendent/Principal may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent/Principal for all reasonable expenses resulting from the performance of her duties as Superintendent / Principal.

7. **Professional Dues:** The District shall pay the Association dues of the Superintendent/Principal for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

8. **Medical Examination:** The Superintendent/ Principal may have a comprehensive medical examination (once each year) at Board expense, by a physician of her choosing. The report of said examination shall be delivered exclusively to the Superintendent/Principal.

9. **Compensation:**

- A. The Board agrees to pay the Superintendent/Principal for her services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be according to the years and amounts listed below. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

2011/2012 school year – \$ 85,000

- B. Half (1/2) of the Superintendent's/Principal's MIP contribution to be paid by the Board.

- 10. Fringe Benefits:** The Board of Education shall provide the Superintendent/Principal with the following benefits
- ...Health, dental, vision and life insurance provided to the teaching staff.
 - ...Twelve (12) sick days per year to be accumulated without limit.
 - ...Twenty (20) vacation days per year accumulative to 40. These shall be in addition to the holidays recognized by the District as well as Christmas and Spring Breaks.
 - ...Accumulated vacation days in excess of maximum will be transferred to sick leave.
 - ...Three (3) personal days per year.
 - ...Three (3) days of bereavement leave, not to be deducted from sick leave.
- 11. Transportation:** The Board shall reimburse the Superintendent/Principal for mileage at the teacher's rate for use of her automobile in conducting business associated with the position. The school vehicle should be used whenever practical in lieu of a personal vehicle.
- 13. Retirement Provision:** Upon retirement from the District and when the Administrator is eligible to receive full MPSEB'S benefits, the Administrator shall receive full pay (per diem) for up to 122.5 accumulated sick days.
- 14. Termination Provisions:** The Superintendent/Principal shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent/Principal. At such hearing, she may have legal counsel at her own expense.
- 15. Termination of Contract (by Superintendent/Principal):** The Superintendent/Principal may terminate the Contract by giving the School District written notice of her election to do so at least sixty (60) days prior to the anniversary date of this Contract, and such notice shall be delivered in writing to the President or the Secretary of the Board of Education of the School District. This time may be reduced by mutual agreement of the Board.
- 16. Dispute Resolution:** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such respective representation.

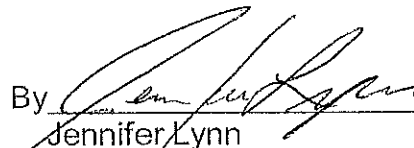


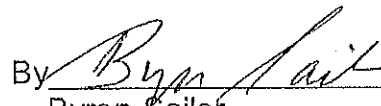
17. **Breach:** In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

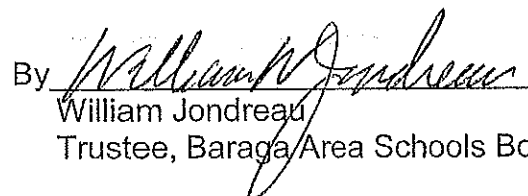
18. **Enforcement:** If any provision of this Agreement is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Agreement not affected by the ruling shall remain valid and in effect.

This agreement is governed by and shall be interpreted in accord with the law of the State of Michigan.

IN WITNESS WHERE OF the parties hereto have set their hands the day and year written.

By  Date 3-15-11
Jennifer Lynn
Superintendent/Principal

By  Date 3-15-11
Byron Sailor
President, Baraga Area Schools Board of Education

By  Date 3/15/11
William Jondreau
Trustee, Baraga Area Schools Board of Education