

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Ashley Community School District (hereinafter “Board”) and Traci Gavenda (hereinafter “Administrator”) that pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 21st day of June, 2021, has and does hereby employ said Superintendent/High School Principal/Special Education Director for a two-year period commencing on July 1, 2021 and ending on June 30, 2023, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent/High School Principal/Special Education Director 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 position of administrative 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 qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, including 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 may be required by law and/or by the Michigan Department of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of 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 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 to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement. 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 at an annual salary rate of not less than Ninety-nine thousand two hundred and ninety-five Dollars (\$101,295) 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 Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary.

Should Administrator be assigned or transferred to another Administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in equal bi-weekly installments beginning with the commencement of the employee's actual work time (July 1-June 30). If less than a full year is worked, the salary shall be prorated based upon 260 work days.

The Board hereby retains the right to increase the annual salary of Administrator during the term of 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 Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become part of this Contract.

5. Administrator is employed on the basis of 260 work days of work per fiscal year (July 1 through June 30) as scheduled by the Superintendent. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. However, should the administrator not fully utilize the 25 days vacation, she may carry over five (5) days. At the May 17, 2021, Board Meeting, it was agreed for the 2021-2022 year, the Superintendent may carry over a total of twelve (12) vacation days. Upon retirement or resignation, the board agrees to pay the administrator, for any unused vacation days at a pro-rated daily rate up to thirty days. 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. Vacation days are prorated based upon actual days worked in a year (July 1 through June 30).

Personal days: The administrator shall receive three (3) personal days of personal leave time per year not to be charged to sick leave days. If personal days are unused these days shall accumulate as sick leave days.

10 paid Holidays: The administrator will receive the following paid holidays: Memorial Day, Labor Day, July 4th, New Years Eve, New Years Day, Christmas Eve, Christmas Day, Thanksgiving and the day after, Good Friday.

In the event a holiday falls on a weekend, the Administrator may take the holiday as either an additional vacation day or observe the holiday the Friday before or the Monday immediately following the weekend. This decision will be based upon the scheduling of school. She shall advise the administrative assistant in the central office of her election. If July 4th falls on a Tuesday, the previous Monday shall be a holiday, while if July 4th falls on a Thursday, the subsequent Friday shall be a holiday.

Sick Leave: The administrator shall receive twelve (12) sick days per contract year. In the case that said days are not fully utilized, the administrator may accumulate up to 100 days total. This total will include sick days banked from previous administrator contract. At the time

that the administrator leaves the district the board will pay the administrator based upon the following schedule:

Completed Years of Service in the District	Amount per Unused Sick Leave Days
10-14.9	\$20
15-19.9	\$25
20 or more	\$30

Leave of Absence with pay, chargeable to sick leave allowance:

Critical/Serious illness and or accident to immediate family maximum of 5 days per occurrence.

Critical/Serious illness and or accident to parent or siblings maximum of 2 days per occurrence.

Leave of Absence not chargeable to sick leave:

Bereavement: Five (5) days allowed for the funeral of a spouse, Child/Stepchild or parent of the administrator. Three (3) days are allowed for the funeral of others close family members (siblings/parent-in-law). One day is allowed for the funeral of a distant relative or friend. Bereavement days do not count against sick leave or vacation days

6. Administrator's performance shall be evaluated by the Board of Education at least annually using multiple rating categories that take in to account data on student growth as required by Section 1249 of the Revised School Code (or its successor provision).

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, violation of Board policy, criminal conduct, if Administrator materially breaches the terms and conditions of this Contract, or for other reasons 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.

7. Pursuant to Section 1229 of the Revised School Code, Administrator may be non-renewed by the Board of Education. Administrator is entitled to receive written notice at least 30 calendar days in advance that the Board is considering non-renewal, together with a written statement of the reason(s) the Board is considering for non-renewal. However, the Board agrees to provide Administrator with actual written notice that his contract has been non-renewed at least 120 calendar days prior to the termination of his contract. The Board agrees that, as

provided in the Revised School Code, if advance written notice of Board action non-renewing the Administrator's contract has not been provided to the Administrator at least 120 calendar days prior to the termination of her contract, her employment contract is renewed for an additional one-year period.

8. This contract is subject to nonrenewal in its final year as set forth in Section 1229 of the Revised School Code. MCL 380.1229.

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 sixty (60) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) 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 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 reasonable likelihood that Administrator will be able to resume her duties at the end 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, 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, 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. 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 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 premium payments on behalf of Administrator and her eligible dependents for enrollment in the following insurance programs: The administrator may pick from the following options for coverage.

1. Health insurance, dental insurance, vision insurance and long-term disability insurance provided other professional employees at 80% of the composite rate paid by the board 20% paid by the employee
2. In lieu of taking health care insurance the administrator shall receive a Plan B provided by the district and cash option through a qualified Section 125 of the internal revenue code in the amount of single subscriber health rate for the year.
3. Receive an annuity in lieu of Pack B and medical insurance through a qualified Section 125 of the internal revenue code, the annuity will be \$2500 and the cost of the single subscriber health insurance the district provides and the cost of schedule B. All of these are added together in one annuity.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified in ¶ 12 of this Contract, 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 Administrator of the premium amount for which she is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from 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 Contract. Additionally, the Board reserves the right to self-fund any of the above benefits. The Board shall not be required to remit 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 administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

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 himself/herself in relation thereto not prepaid by the Board.] Mileage will be paid at the IRS rate.

14. 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 her authority. The policy limits for this coverage shall be not less than \$2,000,000 (Two million). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of 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 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).

15. 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.

16. If any provision of this Contract 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).

17. 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 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.

18. This Contract is executed on behalf of the Ashley Community School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 21, 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 first above written.

Date: _____, 2021

Traci Gavenda, ADMINISTRATOR

ASHLEY COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

Date: _____, 2021

By _____
President

By _____
Secretary