

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Pittsford Area School District (hereinafter "Board") and Josh McDowell (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 April 18, 2022, has and does hereby employ Josh McDowell for a three (3) year period commencing on July 1, 2022, and ending on June 30, 2025, according to the terms and conditions as described and set forth below. Any extension of this contract requires the express approval of the Board. Not later than March 30, 2025, the Board shall review this Contract with the Superintendent and determine whether it will be extended beyond June 30, 2025.

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 his 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 he 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 his continued employment, to meet 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 agrees to devote his 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 educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention, and services to the diligent, faithful, and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. For the 2022-2023 contract year, Administrator shall be paid at an annual (twelve month) salary rate of not less than One Hundred Thousand and 00/100 Dollars (\$100,000.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. For the 2023-2024 contract year, Administrator's salary will be increased to One Hundred Five Thousand and 00/100

Dollars (\$105,000.00) if he receives an "Effective" or "Highly Effective" performance rating. If Administrator receives an "Effective" or "Highly Effective" rating in the 2023-2024 school year, then Administrator's salary will be increased to One Hundred Ten Thousand and 00/100 Dollard (\$110,000.00) for the 2024-2025 school year.

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 twenty-four (24) equal bi-monthly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).

The Administrator's contractual salary constitutes the total compensation to be paid to the Administrator for his services, regardless of the hours of service required to perform the job, and no overtime or additional compensation will be paid for such services. If Superintendent receives wages under this Contract before commencing actual job duties, and then without good cause (as determined in the Board's sole discretion) leaves the District's employment, the Superintendent agrees to reimburse the District for all wages received for which no work was performed.

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 a part of this Contract. The Board will review the annual salary of Administrator on at least an annual basis.

5. 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. Full-time Administrators are presumed to be available for work for 246 days per contract/fiscal year. Administrator shall be granted vacation time of twenty-five (25) days per fiscal year. The Board of Education encourages the use of vacation days. In the event the Administrator does not use the days, five (5) days may be turned in at the end of the school year to be reimbursed at the per diem rate of \$200.00 per day or five (5) days may be rolled over to the next fiscal year not to exceed ten (10) days for the length of the contract. 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. Administrator will notify the Board President when he intends to use vacation days. Upon retirement or resignation, all unused vacation days shall be reimbursed at per diem rate of Two Hundred Dollars and 00/100 Dollars (\$200.00) per day.

6. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth, fund management and building and grounds maintenance and community and extra-curricular involvement as significant factors in the Administrator's annual performance evaluation.

7. If Administrator receives a rating of "Effective" or "Highly Effective" on his annual performance evaluation under ¶ 6, the Board shall contribute Two Thousand and 00/100 Dollars (\$2,000) at the end of the 2022-2023, 2023-2024, and 2024-2025 school years to a 403b annuity designated by Administrator from a list of eligible programs available through the

District's 403b Plan. The Board shall remit this contribution, if applicable, no later than June 30 as part of Administrator's compensation for the contract year ending on that date.

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.

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, he 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.

9. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday 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) workday unpaid leave extension in the event of his 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 his 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), his 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 he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 Agreement 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 his 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 premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

Health insurance – \$6,000 HSA with BCBSM SET/SEG

Dental insurance – District funded – SET/SEG \$1,200 per individual

Term life insurance – SET-SEG \$120,000 (Administrator only)

Vision insurance – District funded – SET/SEG \$1,000 per family

Long Term Disability insurance – SET/SEG (Administrator only)

Administrator shall contribute the amount of 20% per month, or whatever employee premium contributions are required by law per month, whichever amount is greater, as a condition to participating and enrolling in the above insurance programs. Administrator hereby authorizes payroll deduction for the above amount.

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 Administrator and his 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 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. Administrator is entitled to the following holidays for which no service to the District is required: July Fourth, Friday before Labor Day, Labor Day, Fair Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day (unless school is in session), Good Friday, and Memorial Day.

15. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Administrator. Upon retirement or resignation, all unused sick days shall be reimbursed at Two Hundred and 00/100 Dollars (\$200.00) per day.

16. 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 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 his reasonable and necessary expenses in accordance with direction of the Board or its designee.

17. 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.

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 authority. The policy limits for this coverage shall be not less than Two Million and 00/100 Dollars (\$2,000,000). 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 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).

19. The proper jurisdiction and venue for an action to enforce this Contract or interpret its terms is the Hillsdale County Circuit Court, State of Michigan.

20. If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit such dispute 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, and shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 *et seq.*

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

B. This agreement to arbitrate means that the Superintendent is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing. However, the Superintendent, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

C. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.

D. 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 Superintendent's termination during the term of this Contract. The arbitrator's decision and award shall be final and binding on the parties. Judgment thereon may be entered in the Hillsdale County Circuit Court pursuant to MCL 600.1681.

21. 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.

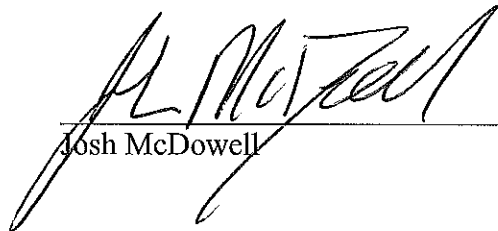
22. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

23. 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 lawsuit 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 Pittsford Area School District pursuant to the authority granted as contained in the resolution of the Board adopted on April 18, 2022, 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.

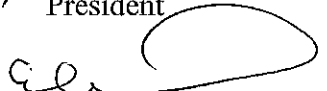
Date: 4/18/22


Josh McDowell

**PITTSFORD AREA SCHOOL DISTRICT
BOARD OF EDUCATION**

Date: 4-18-22

By Stacie Clark
President

By 
Secretary