

Contract of Employment

Nanette Pauley
District Administrator

It is hereby agreed by and between the Board of Education of the Marcellus Community Schools (hereinafter "Board") and **Nanette Pauley** (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 the 9th day of July, 2018 does employ Administrator commencing on the **1st day of July, 2018** and ending on the **30th day of June, 2021**, according to the terms and conditions as described and set forth herein as follows:

- 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.
- 2.** Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the position assigned. Additionally, Administrator agrees, as a condition of her continued employment, to meet all 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, the Board shall have the right to terminate her Contract and its obligations hereunder.
- 3.** Administrator agrees to devote her talents, skills, and efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the positions 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 her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to 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 **Ninety-six thousand nine hundred forty-three** (\$96,943) 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 hereby retains the right to increase the annual salary of Administrator during the term of this Contract. 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 her Contract.

5. Administrator shall be granted vacation time of thirty (30) days per fiscal year. 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 approval of the Board.

6. Administrator's performance shall be evaluated by the Board annually, not later than December 31. An evaluation instrument shall be mutually agreed to by the Board and Administrator.

7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract if it determines that the Administrator has engaged in acts of moral turpitude, if Administrator materially breaches the terms and conditions of this Contract or if Administrator engages in acts or omissions which constitute just cause for discharge.

The foregoing standards for termination of her Contract during its term shall not be applicable to non-renewal of her 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 her 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 her Contract, her Contract shall automatically terminate. If the Administrator is terminated for a reason unrelated to gross misconduct on her part, the District shall pay her salary for an additional 16 weeks after her termination date as severance. This provision does not apply if the Administrator resigns. The Administrator is also eligible to receive payment for accrued sick days, up to 184 days total, as a rate of \$60 per accrued day. The Board shall have no further obligation hereunder.

- 8.** 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 leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during her interval to the extent required by law. Upon utilizing leave under her 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 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 Medical Leave Act.

- 9.** Administrator agrees that she shall not be deemed to be granted continuing tenure 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 her agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
- 10.** 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 this 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 her section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

- 11.** 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 the following insurance programs:
 - a.** Term life insurance **\$200,000.00**
 - b.** Long Term Disability insurance-Policy will cover not less than 80% of the annual salary provided pursuant to paragraph 4 of this Contract.
 - c.** Insurance benefits include: MESSA Choices Plan or MESSA ABC Plan. The employee shall pay any amount above the State mandated cap for health coverage.
 - d.** Delta Dental CO3 (90/90/90) \$1,000, \$50,000 life insurance and VSP3 or comparable coverage.
 - e.** If the Administrator chooses only the B Pak and not the medical insurance coverage, she shall annually receive a \$6,600 annuity or cash in lieu, which may be added to salary.
- 12.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party Administrator for any of the above coverage, 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 coverage for 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.

- 13.** Administrator is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving, (3 days), Christmas Break, Spring Break, Memorial Day, Independence Day, and Good Friday.
- 14.** If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of fourteen (14) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred eighty-four (184) days for absence due to personal illness or disability of Administrator. Upon retirement or termination of Administrator's employment Administrator shall be compensated for unused leave days at the rate of \$60 per day. Board and Administrator may mutually agree upon additional leave of absence for family emergencies or other reasons not provided for in the Contract.
- 15.** Subject to express approval by the Board, the fees or dues for membership in two (2) appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, 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.
- 16.** Administrator shall be provided a car allowance in the amount of \$400.00 per month to reimburse Administrator for employment related travel.
- 17.** Administrator shall receive \$912 annually toward an annuity.
- 18.** Board shall reimburse Administrator for tuition expenses related to educational course work.

19. This Contract shall be extended for an additional year pursuant to Section 1229 of the Revised School Code unless Administrator is provided with notice of nonrenewal at least ninety (90) days prior to the expiration date of this Contract, or the expiration date of any extension of this Contract. On or before March 31st of each year covered by the Contract, the Board shall consider whether this Contract should be extended for an additional year. The Administrator shall remind the Board of this obligation on or before February 1st of each year covered by this Contract.

20. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understanding, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or affect whatsoever. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records check.

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, as any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

21. 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 or, and administered by the America Arbitration Association. Arbitration under his provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 et seq and MICR 3.602.

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 of 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 fee and the cost 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 43' Judicial Circuit of Michigan (Cass County).

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 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.

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

President, Board of Education

Date

Administrator

Date