

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the **CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY** (hereinafter "Board" or the "Agency") and **DR. WAYNE S. PETROELJE** (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 13th day of November, 2015, has and does hereby employ **DR. WAYNE S. PETROELJE** for a three (3) year extension beyond contract commencing on July 1, 2014 and ending on June 30, 2017; thus resulting to hereby employ Dr. Wayne S. Petroelje as it's Superintendent for a five (5) year period commencing on July 1, 2015 and ending on June 30, 2020, effective upon executed date 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 his responsibilities and directions related thereto.

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 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 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 Agency during the entire term of this Contract. Administrator agrees that he will diligently and competently discharge his duties on behalf of the Agency to enhance the operation of the Agency and will use his best efforts to maintain and improve the quality of the programs and services of the Agency.

4. Administrator in conformance with the requirements and expectations of the board be compensated, commencing on July 1 and ending June 30, for each of the following five (5) school years as follows:

- a. School Year 2015-16 a total amount of Forty-Two Thousand, Two Hundred Dollars (\$42,200).
 - (i) July 1, 2015 through December 31, 2015 a salary of Twenty Thousand, Two Hundred Dollars (\$20,200)
 - (ii) January 1, 2016 through June 30, 2016 a salary of Twenty-Two Thousand Dollars (\$22,000)

- b. School Years 2016-17, 2017-18, 2018-19 and 2019-20 an annual school year salary of Forty-Four Thousand Dollars (\$44,000) with Twenty-Two Thousand Dollars (\$22,000) being paid from July 1 – December 30 and Twenty-Two Thousand Dollars (\$22,000) being paid from January 1 – June 30 for each school year. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).
- c. During the last school year of employment, the Board will remit to Administrator a longevity salary amount of Eleven Thousand, Five Hundred Dollars (\$11,500) payable at the conclusion of the contract year ending on June 30.
- d. Administrator shall receive for each of the five (5) school years 2015-16 through 2019-20 a Board Paid Tax Annuity of Fifteen Thousand (\$15,000) which equates to One Thousand, Two Hundred Fifty Dollars (\$1,250) per month.
- e. 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.

5. During the four (4) calendar years after the conclusion of the last school year ending on June 30 that Dr. Petroelje is Superintendent of CCRESA, he will be compensated in each of the four (4) calendar years during the month of January (January 1 – 31) Fifty-Nine Thousand Dollars (\$59,000). During these four (4) calendar years, Dr. Petroelje may provide on a succession contracted basis or as a succession direct employee (as determined by Dr. Petroelje). When travel is necessary, Dr. Petroelje shall be reimbursed (round trip) at the prevailing IRS mileage rate between his residence and CCRESA or any other necessary travel.

6. Administrator is employed on the basis of fifty-two (52) work weeks per contract/fiscal year (July 1 through June 30). It is recognized that Administrator's employment is established to maximize attainment of the performance objectives set forth in ¶ 3 of this Contract, resulting in a variation of daily assignments. A standard five (5) day work week shall consist of three (3) days in the CCRESA office and two (2) days outside of CCRESA office.

If Administrator is absent from work during his three (3) days in the CCRESA office on account of personal illness or disability, he shall be allowed compensation for a total of fifteen (15) leave days per contract year. Unused leave under this provision shall accumulate to a maximum of forty-five (45) days.

Administrator shall also not be required to perform services on ten (10) designated holidays per year. (July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday and Memorial Day

Administrator shall be granted twenty-four (24) vacation days from the office per year. Unused vacation days under this provision shall accumulate for a maximum of sixty (60) days. Administrator shall schedule his use of vacation leave in a manner to minimize interference with the order, operation, conduct, and the business of the Agency. Administrator may request compensation for unused vacation days at Three-Hundred Seventy-Five Dollars (\$375) per unused day rate upon his last school year as Superintendent and up to six (6) unused days on an annual basis as Superintendent of CCRESA.

7. The Board shall pay the annual unpaid amount for medical & prescription, vision, dental expense for Administrator and spouse. The Administrator shall provide bills/receipts for this item. The Board shall provide both Short-Term and Long-Term Disability for the Administrator.

8. The Board shall pay the annual premiums for ten (10) years (2015-16 through 2024-2025) on behalf of the Administrator for a totally paid up ten (10) year term life insurance policy in the amount of Two-Hundred Thousand Dollars (\$200,000) with death benefit to be paid to Barbara J. Petroelje or Petroelje Living Trust (Wayne and Barbara).

9. The Board shall provide to Administrator a monthly allowance of One Hundred Twenty-Five Dollars (\$125) to defray the expenses incurred by of Administrator in providing a cellphone for use in connection with the performance of his duties under this Contract, and for equipment and services related to the provision of technology at the Administrator's residence which will be used in connection with the performance of his responsibilities under this Contract.

10. The Board shall reimburse Administrator, at the prevailing IRS mileage rate, for school business travel (round trip) in the course and scope of Administrator's responsibilities where the Administrator uses his privately owned vehicle between the CCRESA Office and residence (round trip) for any days beyond three (3) days each week and any other (round trip) between CCRESA or residence.

Additionally, Administrator shall be eligible to be reimbursed for other travel, meals and lodging expenses in accordance with the 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.

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

12. 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, or for other causes that are not arbitrary or capricious.

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.

13. 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) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) 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 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.

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 at Board expense.

14. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned. However, this contract shall be extended each year for one (1) additional year beyond the contract's expiration date unless the Board gives written notification to the contrary to the Administrator ninety (90) days prior to the end of the contract year. In each instance of automatic extension, a new extended five (5) year contract shall be executed with salary and other compensation to remain in place.

15. 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.

16. 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 \$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 601a(1)(d)

17. This Agreement is executed on behalf of the CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY pursuant to the authority granted as contained in the resolution of the Board adopted on April 13, 2015, 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: June 1, 2015

Wayne S. Petroelje
ADMINISTRATOR: DR. WAYNE S. PETROELJE

CLINTON COUNTY REGIONAL EDUCATIONAL SERVICE AGENCY BOARD OF EDUCATION

Date: June 1, 2015

By Henry A. Hawks
President

By Pat J. Jandernoa
Treasurer