

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Forest Area Community Schools ("Board") and Joshua Rothwell ("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 24th, day of June, 2019, has and does hereby employ the said Administrator for a period commencing on July 1, 2019, and ending on June 30, 2022, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent and Elementary School Principal 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, but shall at least maintain his current compensation unless demoted pursuant to paragraph 7 herein. The Administrator may be assigned to a teaching position only with mutual consent from both parties.

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 shall be expected to work a normal Administrator work year; and his consideration herein reflects his assignment to both the Superintendent and Principal positions. 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 that he will diligently and competently discharge his duties on behalf of the School District to enhance the operation of the School District and will use his best efforts to maintain and improve the quality of the programs and services of the School District.

4. Effective July 1, 2019, Administrator shall be paid at an annual (twelve month) salary rate of not less than Seventy-Three Thousand One Hundred Eighty-Two Dollars (\$73,182.00) in consideration of his performance of the duties and responsibilities of the Superintendent position assigned in conformance with the requirements and expectations of the Board. Effective July 1, 2018, this annual salary amount will be adjusted to Seventy Four Thousand Six Hundred Forty-Six Dollars (\$74,646.00). Further, effective August 15, 2017, Administrator shall receive an annual salary of Twenty-Eight Thousand Nine Hundred Twenty-Eight Dollars (\$28,928.00) as a stipend for the performance of the duties and responsibilities of the position of Elementary Principal. Effective July 1,

2018, this annual salary amount shall be increased to Twenty-Nine Thousand Five Hundred Seven Dollars (\$29,507.00). All salary amounts will be remitted on the regular payroll of the District and are subject to deductions required by law.

As part of his remuneration for the above services, Administrator shall receive Longevity pay at One Hundred Dollar (\$100) per year of administrative experience at Forest Area Community Schools. Such amount shall be subject to deductions required by law and will be remitted on the regular payroll of the District.

As part of his remuneration for the above services, the Board shall pay, on the Administrator's behalf, Two Thousand Dollars (\$2,000.00) annually toward an annuity.

The Administrator shall receive no other remuneration for service from the District for services rendered under this Contract.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by this agreement; *except*, the compensation term of this agreement may be reopened by either party to consider additional pay if Administrator assumes materially more essential job functions. The compensation and benefit terms of this agreement may be reopened by either party as needed, including but not limited to, increase or decrease in student enrollment or other financial influences. However, any increase must be granted prospectively and not retrospectively. 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).

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. 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. Administrator shall be granted vacation time of twenty-five (25) working days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation 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 or the Board President.

6. Administrator's performance shall be evaluated at least annually using multiple rating categories that take into account data on student growth as required by Sections 1249 and 1249b of the Revised School Code (or their successor provisions).

7. The Board shall be entitled to demote or 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.

8. 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.

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.

9. 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.

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 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.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make medical benefit plan cost contributions and premium payments on behalf of Administrator and his eligible dependents for enrollment in the following insurance programs:

Health insurance for Administrator and dependent family members shall be purchased commensurate with those provided for in the District’s contract with the Forest Area Community Schools’ Education Association.

~~Administrator shall pay 50% of~~ **The district shall pay** the cost of the premium for the following benefits:

Negotiated Life	\$25,000 with AD & D
Vision	VSP-3 Plus
Dental	60/60s/60 :(\$1,500; 60: UCR)
LTD	66 2/3% with 90 Calendar days mod fill
	\$5,000 Maximum Alcohol & Drug Abuse Care –
	2 yr. limit

Term life insurance for Administrator shall be purchased in an amount of \$75,000.00.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefit plan costs and premium for the insurance plans specified above, 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 statutory hard caps enumerated in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he is responsible in excess of the Board paid medical benefit plan cost and premium contributions. Administrator agrees that the amount of medical benefit plan cost and premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

If Administrator makes a voluntary written election not to enroll in the health insurance plan offered by the Board, he will instead receive an amount equal to the single subscriber medical benefit plan cost contribution made by the Board for a single subscriber enrollment, under the District’s Section 125 Plan, on the further condition that the Administrator furnishes written evidence that he is

enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.

12. 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.

13. Administrator is entitled to the same holidays that the professional staff receives during the school year, as well as July 4th.

14. If Administrator is absent from duty on account of personal illness, disability, or personal days, he shall be allowed full pay for a total of twelve (12) sick leave days per contract year, accumulative to a maximum of one hundred (100) days. Not more than three (3) of these days may be used to conduct personal business on an annual basis. Paid bereavement days are permitted upon approval by the Board President.

15. Accumulated sick leave days shall be available in a lump sum payment to Administrator upon retirement from this District under the Michigan Public Schools Employees Retirement System according to the following formula:

- a) Ten (10) years of service with Forest Area equals 25% of unused sick leave days at per diem rate.
- b) Fifteen (15) years of service with Forest Area equals 33% of unused sick leave at per diem rate.
- c) Twenty (20) years of service with Forest Area equals 50% of unused sick leave at per diem rate.

16. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with standards and procedures as established by the Board. The Superintendent may use the school car when conducting school business as available.

The Administrator will receive a car allowance of Two Thousand-Five Hundred Dollars (\$2500.00) dollars per contract year, which can be 50% collected at the end of the 1st semester and 50% at the end of the 2nd semester of the current school/fiscal year provided the administrator has fulfilled the duties of the contract year.

17. Administrator shall receive an annual One Thousand Dollars (\$1,000.00) stipend cell phone reimbursement.

18. Tuition reimbursement shall be the maximum of three (3) credit hours per contract year. These classes must be approved in advance by the Superintendent and must apply to the administrator's present or anticipated future assignment within the district.

19. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board in an amount not to exceed \$1,500 per contract year. 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 in relation thereto not prepaid by the Board.

20. 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 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. The Board agrees on a case-by-case basis to consider providing a legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a (3) (d).

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.

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. 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 of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

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 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 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 his 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 his 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 costs 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 46th Circuit Court of Michigan (Kalkaska County), pursuant to applicable provisions of the Michigan Uniform Arbitration Act.

23. 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).

24. 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.

25. This Agreement is executed on behalf of the Forest Area Community Schools pursuant to the authority granted as contained in the action of the Board adopted on **June 24, 2019**, 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: _____

Joshua Rothwell, ADMINISTRATOR

FOREST AREA COMMUNITY SCHOOLS

BOARD OF EDUCATION

Date: _____

By _____
President

By _____
Secretary