

CONTRACT OF EMPLOYMENT
Between
SARA DOBBELAER
and
MEMPHIS COMMUNITY SCHOOLS

D.O.H. 10-25-21

This Agreement is entered into, October 25, 2021, by and between SARA DOBBELAER (hereinafter referred to as “Administrator”) and the Memphis Community Schools of St. Clair County, Michigan (hereinafter referred to as the “School District”).

Whereas, the parties are mutually agreeable to entering into this contract for the employment of SARA DOBBELAER as SUPERINTENDENT.

It Is Agreed as Follows:

1. **Length of Contract:** The School District agrees to employ SARA DOBBELAER as SUPERINTENDENT, beginning January 1, 2022, for a term of 3 ½ years, continuing through the 30th day of June, 2025.
2. **Annual Salary:** The School District agrees to pay the ADMINISTRATOR the following annual salary beginning on the first day of January, 2022.

2021-2022 \$114,999.99

3. Work Year: Said Administrator shall work two-hundred and thirty (230) days. This contract is based upon a full calendar work year, inclusive of holidays, work days and vacation days. It is mutually agreed that the Administrator shall be entitled to vacation days, not to exceed twenty (20) days during any one fiscal school year, which vacation days shall be non-cumulative during the term of this contract. The Administrator will coordinate the actual vacation days with the Board of Education to avoid conflict with school activities. Any vacation day period in excess of 10 consecutive days must be approved by the Board of Education prior to such leave.

Due to Leap Year, every four years, there will be two hundred and thirty-one (231) work days for this contract.

4. Tax Sheltered Account (TSA): The Administrator may elect to make elective compensation reduction agreement contributions to Internal Revenue Code Section 403(b) tax-sheltered annuity or Internal Revenue Code Section 403(b)(7) custodial account (hereinafter both shall be referred to as “TSA”) in accordance with the Memphis Community Schools Tax-Sheltered Annuity Plan.

5. Automobile Expenses: The School District shall provide the Administrator with a \$100 per month car allowance. The Administrator will be reimbursed for mileage at the current IRS rate for anything over 145 miles in a month, for school business only. It will be the responsibility of the Administrator to maintain a log of miles traveled and the purposes for the initial 145 miles in a month before the School District’s obligation for reimbursement for additional mileage will be approved.

6. Cell Phone: The Administrator shall be provided a cell phone for business use, or will be given a \$20.00 per month stipend to use a personal phone and publish the number for school business and accessibility as an administrator of the district.

7. Compensable Leave: To be fourteen (14) days per year, two (2) of which may be used as personal business days. Unused sick days accumulate to 210. Employees with ten or more years of employment in the district shall receive payoff of all accumulated days upon termination of employment. The rate of payoff shall be one-hundred (\$100) dollars per day. Upon termination of employment for reasons other than retirement, the Administrator shall be eligible to receive fifty percent (50%) reimbursement for any accumulated leave days accredited to him/her at time of employment termination up to a maximum of 110 days.

Up to two days of personal leave per contract year may be taken for the reasons stated in subparagraphs c, d & e. The balance of compensable leave earned may be used as set forth in subparagraphs a and b:

- a. Personal Illness (After five (5) consecutive days or if a pattern of absences is determined, medical documentation must be provided if requested.)
- b. Absence for critical illness in the family and/or to make arrangements for medical care (spouse, children, parents, brother, sister, grandparents, parents-in-law, or members of the same household).
- c. Personal and/or legal business that cannot be handled other than during a scheduled work day.
- d. Absence for observance of religious holidays, not to exceed two (2) days per year.
- e. For important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Superintendent.

The above leaves, with the exception of funeral leave, will be granted only to the extent that current leave days are available.

Snow Days: Employees are not required to attend and will be compensated for the first 6 days or the equivalent number of hours for which pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by the city, county, or state health authorities. In the event that more than 6 days of pupil instruction are canceled, employees must use a sick or vacation day if they are unable to attend. If the additional canceled days of pupil instruction are not required to be “made up” by the Michigan Department of Education, sick or vacation days used will be returned.

8. Funeral Leave: Leaves of absence with pay, not chargeable against the Administrator’s accumulated leave shall be granted for the following:

A maximum of five (5) days per occurrence for a death in the immediate family. Any additional days needed for death in the immediate family will come from the employee’s personal leave days. (Note: Family is defined as parents, siblings, grandparents, children, grandchildren, spouse, parents-in-law, and individuals for whom you have legal guardianship.)

Leave begins the day following the death. The next five (5) days are five (5) week days in which business could be conducted. (Monday – Friday) It excludes holidays and weekends. These five (5) days may be used intermittently with approval from the Superintendent.

9. Holidays: The Administrator will not be required to work on the following eleven (11) holidays. New Year's Day, Good Friday & Easter Monday (when school is not in session), Memorial Day, Fourth of July, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

10. Health (medical, dental, vision) Insurance Stipulation: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and his/her eligible dependents for enrollment in the following insurance programs:

Full Family Health Insurance paid for by the Board of Education and the employee, in the same manner as agreed to for the teachers bargaining unit. Administrators may opt to receive \$6000 per year, in monthly payments, in lieu of Health Coverage.

The Board has the right to allocate to the Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plan and product specified above. The contributions required of the Administrator 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 amounts for which he/she is responsible in excess of the Board contributed medical benefit plan costs and premiums. Administrator authorizes payroll deduction for those costs and premiums for which he/she is responsible.

Delta Dental Coverage Insurance (Plan E, 90-20 with Orthodontic 0-2 Rider), or the substantial equivalent.

MESSA VSP III Vision Insurance plan, or the substantial equivalent.

A Disability Insurance Policy for short/long term disability coverage shall be provided for said Administrator and paid for by the Board of Education. Benefits shall be limited to 90% for the first 6 months; 70% thereafter for long-term disability and limited to 60% for short term disability coverage.

11. Additional Benefits: Life Insurance and Accidental Death and Dismemberment: The School District shall pay the premium for group term life insurance and Accidental Death and Dismemberment providing a benefit of Two Hundred Thousand Dollars (\$200,000).

12. Insurance Coverage and Carriers. 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. The Board shall not be required to remit medical benefit plan or other insurance costs or premiums for any coverages for Administrator and his/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 coverages. The Board, by remitting the medical benefit costs and premium contributions required under this Contract to provide the above-described plans and products, shall be relieved from all liability with respect to insurance benefits.

13. Legal Qualifications of Administrator: The Administrator represents and warrants that he/she is legally qualified to act as the state of Michigan. If the Administrator fails to maintain the credentials for the position assigned, the contract will automatically terminate and the Board will have no further obligation under this employment contract.

14. Attendance at Board of Education Meetings: The Administrator shall, if physically able with or without reasonable accommodation, attend all regular meetings and special meetings of the Board of Education, unless excused by the Board President not to attend, and submit at such meetings full, accurate and complete reports or records of his/her administration.

15. Administrator's Duties: The Administrator shall faithfully execute the Policies, Procedures and directives of the Board of Education, as they may be amended, from time to time. He/she shall fulfill all of the duties and obligations incumbent upon him/her as the administrative head of his/her respective building, or in such other position to which the Administrator may be assigned. The Administrator further warrants, represents and affirms: that he/she will perform his/her duties to the satisfaction of the Board of Education and that he/she will perform his/her duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.

16. Medical Examination: The Administrator shall submit to medical examinations, supply information, and execute documents required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract. Additionally, to the extent permitted by law, during each year of this Contract, the Administrator shall submit to a medical/physical examination the costs for which, if not covered by insurance, shall be paid by the School District and release medical information necessary to determine if the Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). A copy of the report from the examination or a certificate of the physician certifying the fitness of the ADMINISTRATOR shall be provided to the District Personnel Officer as soon as it is available following the examination, and shall be maintained in confidence as required by law.

17. Non-Renewal of Contract: The Board of Education may elect to non-renew this contract as provided in Section 1229 of the Revised School Code, MCL 380.1229.

18. Automatic Extension of Contract: This three (3) year contract will automatically extend for a one-year period, as provided in Memphis Board policy **1241 - Non Reemployment of the Superintendent**. It is understood that there shall be an ADMINISTRATOR evaluation and if said evaluation is satisfactory, then a new three-year contract will be executed and the third year of this contract voided and superseded by said new three-year contract. It is understood and agreed that the BOARD OF EDUCATION will evaluate the ADMINISTRATOR by the end of May. Said evaluation shall be in writing and a copy thereof shall be given to the ADMINISTRATOR. If said evaluation is not satisfactory, the BOARD OF EDUCATION shall have a personal conference with the ADMINISTRATOR regarding said evaluation also in May.

19. Exclusion of Non Classroom Tenure: It is agreed that the Administrator shall not have any right of continuing tenure in any position which is defined as other than a classroom position, under the Michigan Teacher Tenure Act, as amended (MCLA Section 38.71, *et seq.*), or any successor statute. Tenure is not obtained in any administrative position.

20. Evaluation: The evaluation procedure used by the Board will be mutually agreed upon between the Board and the Superintendent. The evaluation shall be provided at least annually,

using multiple rating categories that comply with Sections 1249 and 1249b of the Michigan Revised School Code, MCL 380.1249, 1249b.

21. Early Termination of Contract: This Contract may terminate prior to the expiration date by mutual agreement of the School District and Administrator or for causes which are not arbitrary or capricious. Examples of just cause include, but are not limited to, theft, fraud, insubordination, conviction of a crime or an act of moral turpitude. If this contract is terminated prior to the expiration date, there shall be no further obligation on the part of the Board to provide or any further right of the Administrator to receive any further compensation and/or benefits of any kind beyond the last day of employment. This contract may also be terminated in the event the Administrator is disabled from performing the essential functions of his/her position, with or without reasonable accommodation, for a cumulative period of one year during the term of this Contract, provided, however, that, in the event of such disability, the Administrator shall receive the applicable Additional Benefits as referred to in this Contract.

If the Board undertakes to terminate the Contract as described in this section, Administrator shall be entitled to written notice of charges and an opportunity for hearing before the Board.

22. Resignation: If the Administrator in this contract submits a letter of resignation, the district will assume that letter to be a 2 week notice of work unless otherwise specified, negotiated and agreed to by the Board of Education.

23. Professional Liability: The district agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment. The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functions as Superintendent and will reimburse her for any portion of such expense and judgements not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

24. Other Engagements Outside the School District: The Administrator may not undertake consultative engagements, exchange programs, or other similar undertakings when such activities would in any manner impinge upon time and effort required to be exerted by the Administrator in the discharge of his/her responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities. In the event that participation in an educational exchange program is offered to the Administrator, he/she shall request and secure the Board of Education's approval to participate in the same in advance of committing to participate. Nothing herein shall prevent the Administrator from accepting at his/her discretion speaking or lecturing engagements which promote the interests of the School District and concern educational subjects and which do not require the Administrator's absence from the School District for more than one (1) day upon prior notice being provided by the Administrator to the Superintendent.

25. Amendment of Contract: This Contract may be amended only in writing signed by the Administrator and the Board of Education representatives who have been given express authority by the Board of Education. This provision cannot be waived. This written employment contract contains the entire agreement and understanding between the Board and the Administrator.

Signature Page

Memphis Community Schools

Memphis Community Schools
Board of Education

Sara Dobbelaer, Administrator

Marty Cook, President

Dated: _____

Dated _____

Nancy Thomson, Vice-President

Dated: _____

Trustee

Trustee