

**ADMINISTRATOR'S
CONTRACT OF EMPLOYMENT**



is made this day, **February 10, 2020**, between **THE BIG BAY DE NOC SCHOOL DISTRICT** hereinafter called the School District and **DIANA D. THILL** hereinafter called the Administrator, for the school years **2020-2021, 2021-2022, and 2022-2023** for the position of **FULL-TIME (100%) SUPERINTENDENT/K-12 PRINCIPAL**.

WITNESSETH:

1. **EMPLOYMENT AND DUTIES** – The District hereby employs the Administrator to perform such administrative duties connected with the District as may be assigned from time to time by the District. The Administrator represents that he/she is duly and legally qualified to perform the duties of the employment position hereinafter designated.
2. **CONTRACT VALIDITY**– This Contract shall not be valid unless the Administrator shall have such qualifications for the employment position herein designated as required by law at the time the contractual period shall begin, and this Contract shall terminate if the Administrator shall at any time fail to possess any such qualifications.
3. **EMPLOYMENT DUTIES** – Said Administrator agrees to perform the duties required by the Administrator by law and to obey and fulfill the rules and regulations as established by the Board of Education of the School District and to carry out its educational program and policies during the entire term of this contract.
4. **COMPENSATION** – The salary for the contract period shall be as herein set forth. The Administrator shall be given such additional benefits as may be set forth in the Conditions of Employment adopted by the District from time to time. The District is authorized to make such payroll deductions as may be required by law or authorized by the Administrator and such sums as have not been earned due to absence from employment.
5. **TENURE** – The Administrator shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment.
6. **SICK LEAVE** – The Administrator will be afforded the same emergency and sick leave of absence granted to Administrators under the policies established from time to time by the Board of Education of the School District.
7. **CONTRACT PERIOD** – This contract shall be effective for the period hereinafter set forth. The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Administrator as may be permitted by law.
8. **TERMS** – Any additional terms, whether appearing on the reverse side of this agreement or attached hereto, shall constitute a part of this agreement.
9. **CRIMINAL HISTORY CHECK** – The Administrator consents and authorizes the Department of State Police to conduct a criminal history check as required by Act 451 of Public Acts of 1976, as amended and to report the results to the District to be kept on file with the District.
10. **CONTRACT AND FINANCIAL INFORMATION:**

Length of Contract	Starting Date	Termination Date	Base Annual Salary
215 Days per school year	July 1, 2020	June 30, 2023	\$108,000

The Annual Salary shall be paid in equal installments, the first payment to be made on 7/2/2020 with subsequent payments to be made biweekly over 26 pay periods per school year. On July 1st 2021 and each year following, the salary shall reflect a 2% increase on the previous year. The annual salary may be modified, but shall not be reduced, during the term of this contract. The Administrator's salary shall be increased to reflect the percentage increase, the lump sum increase, and/or the off-schedule increase paid annually to the District's certificated staff. Therefore, the salary provided for in this contract may be adjusted in accordance with the teachers' collective-bargaining agreement.

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- 1) In addition to the above salary, the District shall contribute \$2,000 to a 403(b) fund of the Administrator's choice. Additionally and upon request of the Administrator, the District shall withhold from his/her salary and transfer such sums, as he/she shall designate to a tax deferred annuity program of the Administrator's choice.
- 2) The Administrator is encouraged to belong to and participate in appropriate professional educational organizations where such membership will serve the best interests of the District. Accordingly, the District will pay such membership dues.
- 3) If the Administrator's chooses, the District shall provide a health insurance option as agreed to in the teachers' collective-bargaining agreement for a full twelve (12) month period for each year of this agreement for the Administrator and his/her spouse and dependents as defined by MESSA. In the event the Administrator chooses to take health insurance, an amount equal to half of the hard cap shall be deducted from the Administrator's total salary. If the Administrator opts out of the medical insurance, the Administrator shall still receive Plan B as described in the teachers' collective bargaining agreement. The District will reimburse the Administrator up to the family deductible of his/her spouse's medical plan annually upon receipt of payment/billing documentation.
- 4) The District will provide the Administrator with dental. (100/90/90 Delta Dental Plan with no deductible) The Board will pay Orthodontic coverage up to a maximum of \$2200 per year for two years.
- 5) The District will pay 80% of the total cost of the medical insurance. The District will pay 100% of the non-medical insurance costs including but not limited to vision and dental.
- 6) The District will provide the Administrator with vision insurance as per the teachers' collective-bargaining agreement.
- 7) The Board will pay the premiums for a long-term-disability (LTD) plan, the benefit level of which will provide sixty-six and two-thirds percent (66-2/3%) of the Administrator's individual salary, with a maximum of eight thousand dollars (\$8,000) per month, based upon a waiting period of ninety (90) days. The Administrator may not draw from the sick bank or personal leave once he/she becomes eligible for LTD.
- 8) The District will provide the Administrator with \$225,000 in term life insurance and an additional \$225,000 AD&D.
- 9) All fringe benefits and or rights not specifically covered by this agreement, which have been granted in any bargaining units contracts, shall be granted to the Administrator.
- 10) The District will pay the State of Michigan's employer's contribution amount to the Michigan Public Schools Employees Retirement System for the Administrator based on her annual salary.
- 11) Accumulated sick and personal leave will be carried forward from previous employment in the district and returned if Administrator returns to teacher or principal status.

- 20) Each fiscal year, a budget figure will be established for the Administrator's professional development. The District shall provide funds to support the Administrator's attendance at state and national conferences, including the operations, programs and other activities conducted or sponsored by local, state and national Administrator associations; seminars offered by public or private educational institutions; informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Administrator to perform his/her professional responsibilities for the District. The District shall pay for the necessary membership, tuition, travel and subsistence expenses.
- 21) The District and the Board of Education agree that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his/her individual capacity, or in his/her capacity as an agent and employee of the District, providing the basis of the allegations against the Administrator are such that they occurred while the Administrator was acting within the lawful scope of his/her employment. The Board of Education and District shall provide public-liability insurance to the Administrator to cover legal expenses in defense of such claims and payment of judgments resulting from his/her functioning as an Administrator, and will reimburse him/her for any portion of such expenses and judgments not covered by insurance.
- 22) If called for jury duty, the Administrator will not be required to use his/her personal days for this time off.
- 23) The Administrator's contract is for a period of 215 days per school year. The Administrator will follow the School Calendar regarding scheduled days off, holidays, Winter Break, and Spring Break but will be in attendance if deemed necessary during these scheduled breaks. The Administrator will not be required to attend on days called off due to inclement weather or 'Acts of God'. In addition, the Administrator is required to complete all necessary work in a timely and professional manner.

IN WITNESS WHEREOF the parties have executed this Contract.



Administrator



Board President



Board Secretary

DATE 2/19/2020

- 12) Fifty percent (50%) of the accumulated sick leave allowance may be converted to pay for professional improvement. Conversion rate will be based on 215 days. Request for payment must be turned in with a bill from the accredited University or College.
- 13) The District grants fifteen (15) sick days per year, accumulative to one hundred fifty (150) days to be paid at 50% per-diem rate upon termination of contract. On June 30th of each year, any sick days accumulated over 150 will be paid out to the employee at a 50% per diem rate based on 215 days.
- 14) The District grants five (5) personal business days per year, accumulative to twelve (12) which may be used as vacations days.
- 15) The Administrator shall be granted five (5) bereavement leave days per year for a death within the Administrator or spouse's immediate or close family. The time used shall be in a reasonable amount and shall be determined after conferring with the Superintendent. Days used will not be deducted from sick leave. Additional days may be used from the Administrator's banked sick leave.
- 16) This employment contract shall be for an initial three (3) year term and shall commence on July 1, 2020, and expire on June 30, 2023. The Administrator shall receive an annual evaluation which is consistent with the provisions of MCLA 380.1229; MCLA 380.1248; MCLA 380.1249; and MCLA 380.1250. At a meeting prior to January 15 of each year, the Board shall meet with the Administrator to discuss her performance. The evaluation shall be reduced to writing and placed in the Administrator's personnel file prior to February 1. If the Administrator is rated as being effective or highly effective, or if the evaluation timeline is not met, the term of this employment contract shall be extended for an additional year. If the Administrator is rated as ineffective, or minimally effective, the Administrator shall be placed on an improvement plan that shall be designed to improve the rating of the Administrator on her next annual evaluation. Non-renewal of this employment contract shall be in accordance with the provisions of MCLA 380.1229.
- 17) If there is any just cause for disciplinary action, the Administrator has the right to appear before the Board of Education. No discharge shall be effective until written charges have been served upon the Administrator, and she has had an opportunity for a fair hearing before the Board of Education after a minimum of ten (10) business days written notice. The hearing shall be open to the public or closed to the public at the option of the Administrator. The Administrator shall be entitled to be represented by legal counsel at this hearing at his/her own expense. The Board agrees that in the case of a complaint regarding the Administrator, no action or discussion at board level shall be taken before the Administrator is notified of any complaint in writing and given an opportunity to present information concerning the complaint.
- 18) The Administrator shall be reimbursed in accordance with policies and procedures as set forth by the Board of Education for all actual and necessary expenses incurred while performing his/her official duties. The Administrator will be reimbursed at no less than the current IRS-allowed reimbursement rate for out-of-district travel as approved by the Board. The Administrator is authorized to drive his/her personal automobile for travel during the course of work.
- 19) In acknowledgement that the Administrator is required to use his/her personal cell phone in the course of business on a regular basis, the Administrator will receive a monthly stipend for business uses of his/her cell phone. The stipend will be one hundred dollars (\$100) per month [twelve hundred dollars (\$1200) per year].