

AUGRES-SIMS SCHOOL DISTRICT  
AuGres, Michigan

Superintendent's Contract of Employment

It is hereby agreed by and between the Board of Education of the AuGres-Sims School District in the State of Michigan (hereinafter called the Board), and Jeffrey Collier (hereinafter called the Superintendent) that the said Board does hereby employ the said Jeffrey Collier as Superintendent for the period commencing July 1, 2012 and ending June 30, 2015. Both parties agree that said employee shall perform the duties of Superintendent of Schools as established by the Board and/or as changed from time to time by the Board in and for the public schools in said District, and as prescribed by the laws of the State of Michigan, and by the rules, regulations, and job description as established by the Board of Education.

WITNESSETH:

1. DUTIES:

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. present his recommendations to the Board on any subject under consideration by the Board except his own evaluation as set forth in paragraph 3 or termination under paragraph 13 hereof;
- b. attend each meeting of the Board, except for those meetings held by the Board to consider his evaluation or termination pursuant to this contract; and
- c. serve as an ex-officio member of each committee established by the Board except for those committees created by the Board to consider his evaluation or termination pursuant to this contract.

The Superintendent may make recommendations to the Board regarding the organization, reorganization and arrangements of the administrative and supervisory staff, including instruction and business affairs. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board and consistent with relevant statutes and labor agreements.

The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention and energy to the position of Superintendent of the School District. He may also, by prior agreement with the Board, serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration, provided such activities do not impair his ability to act as Superintendent of Schools of this School District. Superintendent shall use vacation days for any outside engagement which causes him to be absent from his normal workday. In no case shall the School District be responsible for any expense attendant to the performance of any outside activities approved by the Board.

The Superintendent shall at all times possess the necessary certificates, credentials, and qualifications as required by law and the Board of Education. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.

2. SUPERINTENDENT/DISTRICT GOALS:

Prior to September 1, the parties may meet to establish Superintendent/District goals for the current school year. Said goals may be reduced to writing and be among the criteria by which the Superintendent is evaluated.

3. EVALUATION:

The Board shall issue annually, no later than March 1 and August 1, written evaluations of the Superintendent's performance of his duties under this contract. The evaluation instrument for the written evaluations shall be mutually agreed upon by the Superintendent and the Board.

4. TENURE:

It is mutually understood and agreed that the above-named individual shall not acquire tenure as a Superintendent or in any administrative position of this District.

5. LIABILITY INSURANCE CLAUSE:

The Board shall purchase liability insurance which shall provide coverage for the Superintendent. The policy limit for Comprehensive General Liability and Errors and Omissions coverage is stated in the policy as \$2,000,000 per occurrence, or in one year.

6. PROFESSIONAL GROWTH:

The Superintendent may attend professional meetings at the local, state and national levels, the expense of said attendance to be paid by the District within budgetary constraints. Superintendent shall furnish a written synopsis of said meetings to the Board. The superintendent shall notify the Board president of any conferences outside the state. The Board shall reimburse reasonable expenses as determined by the Board.

7. PROFESSIONAL DUES:

The District shall pay the association dues for the Superintendent for the Michigan Association of School Administrators (MASA) Region in which the School District is located, Michigan School Business Officials (MSBO), and other organizations upon prior approval by the Board.

8. COMPENSATION:

The Board agrees to pay the Superintendent for his 260 days of service during each year of said contract in 26 equal installments. Compensation for the 2012-13 year shall be \$95,000. Compensation for each subsequent contract year, which shall not be less than the previous year, shall be determined annually by March 1.

The Board shall provide the Superintendent with the following benefits:

- a. all holidays as stated: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, Safety Day (November 15) if school is not in session.
- b. 20 vacation days for each contract year. Vacation days shall be prorated based upon days worked. Up to 5 unused vacation days may be rolled over into the next calendar year OR may be paid to the Superintendent upon his request. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.
- c. ten (10) sick days per year, accumulative to 100. Sick days shall be prorated based upon days worked.
- d. three (3) personal business days per year.
- e. a maximum of three (3) bereavement days per occurrence per year for a death in the immediate family; spouse, mother, father, guardian, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren.
- f. Board-paid (80%) full family administrative health care benefits. All District paid health care shall cease at the end of the month in which termination/resignation or retirement occurs. In the event the Superintendent elects not to take the health care benefits, he may elect to take a two thousand five hundred dollar (\$2,500) cash option or two thousand five hundred dollar (\$2,500) cash payment in lieu of health insurance.
- g. Board-paid full family dental and full family vision insurance.
- h. Board-paid long term disability insurance coverage.
- i. Board-paid \$100,000 term life insurance benefits.
- j. 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 is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

8. COMPENSATION: (Con't.)

The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

- k. the Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-sheltered annuity program of the Superintendent's choosing, to the extent permitted by law. The Board of Education makes no warranty as to the tax consequences of placing money in a tax sheltered annuity program.
- l. the Superintendent shall be reimbursed by the Board of Education for successful university course work beyond administrative certification in subjects relating to administration up to a maximum of six (6) credit hours per five (5) year period. Said courses shall be approved by the Board prior to enrollment. Reimbursement shall be 80% of tuition per credit hour, not to exceed \$360 per credit hour. Superintendent must show proof of successful completion of approved courses before being reimbursed.

9. TRANSPORTATION:

The Board will reimburse the Superintendent for mileage incurred during performance of duties, at the Internal Revenue Service (I.R.S.) annual rate, not to exceed \$2,000 annually.

10. PHONE ALLOWANCE:

The Board shall provide the Superintendent with a mobile phone allowance, up to \$50.00 per month.

11. ELECTION NOT TO RECEIVE FRINGE BENEFITS:

The monetary value for choosing not to receive any or all fringe benefits shall be negotiated between the Superintendent and the Board upon request by the Superintendent.

12. RESIDENCY:

The Superintendent is strongly encouraged to establish and maintain his residency within the boundaries of the school district for the duration of this contract.

13. TERMINATION PROVISIONS:

The Superintendent may be subject to discharge during the term of this agreement provided that the Board of Education has not acted arbitrarily or capriciously in effectuating his discharge. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after 10 days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may obtain legal counsel at his own expense.

14. ARBITRATION:

In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of the Superintendent 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 rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non-renewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred with such representation. The decision and award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

15. NON-RENEWAL:

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 of Education. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

16. RESIGNATION:

The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform this position's responsibilities for a period of ninety (90) consecutive days due to mental or physical disability.

Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary by a doctor/medical facility of the Board's choosing. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

17. AMENDMENT:

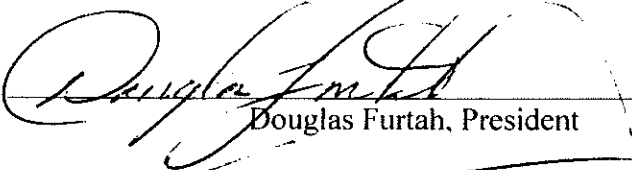
This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and 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.

If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

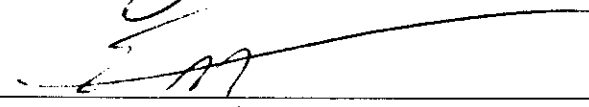
This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year below written.

AUGRES-SIMS SCHOOL DISTRICT BOARD OF EDUCATION:


By  \_\_\_\_\_  
Douglas Furtah, President

05-07-12  
Date

By  \_\_\_\_\_  
Eric Forton, Secretary

5/7/2012  
Date

SUPERINTENDENT:

By  \_\_\_\_\_  
Jeffrey Collier, Superintendent

5/9/12  
Date