EDWARDSBURG PUBLIC SCHOOLS
69410 SECTION STREET
EDWARDSBURG, MICHIGAN 49112

CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS

This contract of employment, entered into this 1st day July 2012, by and between the Board of Education of the Edwardsburg Public Schools, County of Cass, State of Michigan (hereinafter termed the "Board"), and Sherman L. Ostrander (hereinafter termed the "Administrator").

WITNESSETH:

1.   The District agrees to employ the Administrator, in an administrative capacity, as the Superintendent of Schools for the school years, 2012-2013, 2013-2014, 2014-2015, 2015-2016 and 2016-2017 commencing July 1, 2012 and terminating June 30, 2017, and the Administrator agrees to serve the District as the Superintendent for said period and to faithfully perform the duties of his position subject to the rules and regulations of the Board of Education of the District, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.

2.   The Board agrees to compensate the Administrator an annual base salary of $151,000 for the school year ending June 30, 2013. Said sum shall be paid in periodic bi-weekly installments, the first payment to be made July 1, 2012. In addition to said annual base salary as remuneration for services rendered, the Board shall contribute the sum of $24,000 each school year covered by this contract as a non-elective employer contribution to an annuity pursuant to Section 403(b) of the Internal Revenue Code.

Previously, the Administrator's contract provided, in addition to the annual base salary and, as remuneration for services rendered, the sum of $24,000 each school year for the purchase of an annuity or at Administrator's election, additional salary. Consistent with past practice, for the 2012-13 school year and future school years, $12,000 of this amount shall be paid to the Administrator on a bi-weekly basis over the school year through the District's payroll and the remaining $12,000 shall be paid as a non-elective employer contribution to an annuity pursuant to Section 403(b) of the Internal Revenue Code.

In addition to the annual base salary, as remuneration for services rendered, the Administrator shall be eligible for merit pay not to exceed $18,000 per school year based upon the successful completion of the goals/performance objectives established by the Board relevant to the improvement of the financial or educational status of the District. The goals/performance objectives shall be measurable and agreed to in advance.

In addition to the annual base salary, as remuneration for services rendered, the Administrator shall annually be paid $18,000 per year for receipt of an Ed.S. degree upon providing appropriate verification of receipt of that degree. The aforementioned amount shall be pro-rated in the event the degree receipt verification does not coincide with the beginning of the fiscal year.

3. The Board agrees to offer a professional development opportunity of the Administrator's choice that goes beyond his normal contract. Specifically, the Board shall reimburse for a maximum of twelve (12) college credits per year for the Administrator upon proof of satisfactory completion.

4. The Board agrees to reimburse the Administrator for an annual physical examination to be taken between July 1 and November 1 of each year.

5. The Board hereby retains the right to adjust the annual base salary of the Administrator for the years following the first year of this contract, said salary adjustment not to reduce the annual base salary below the figure stated for the first year. Further, any salary increase review shall consider the Administrator's job performance and job accomplishments as significant factors in determining the rate. The Board shall evaluate the Superintendent's performance each year. Student growth, as measured by national, state or local assessments and other objective criteria shall be considered.

    In the event the Board determines this contract should not be renewed, Administrator shall be provided with notification of non-renewal of contract in writing at least ninety (90) days before the contract termination date. During the term of this contract Administrator shall be subject to discharge for good and just cause. In the event it is believed there is good and just cause for discharge during the term of this contract, Administrator shall have the right to written charges, notice of hearing and a fair hearing before the Board.

6. The Administrator shall not be deemed to be granted continuing tenure in the administrative position to which this contract pertains.

7. The Board shall compensate dues to Board approved professional organizations on behalf of the Administrator. The Administrator shall attend appropriate professional meetings at the local and state level, as well as one (1) national conference each year. The expenses of said attendance and participation to be incurred by the Board.

8. The Administrator represents that he possesses all qualifications required by law for a superintendent of a Michigan public school district and further agrees that he shall maintain such qualifications and satisfy all continuing education requirements at all times during the term of this contract.

9. The Administrator shall be provided the following leave of absence benefits:

    a. One hundred eighty (180) days per school year for sick or disability leave. These days shall be non-accumulative.

    b. Five (5) days each school year to conduct personal business. These days shall be non-accumulative.

    c. Ten (10) days per school year to be used as replenishment. Replenishment days shall be used for the purpose of recovering from any sickness or disability, including rest or relaxation needed for recovery. Replenishment days shall be non-accumulative.

d. Superintendent will annually receive five weeks vacation per year.

e. The Superintendent shall be reimbursed annually for unused vacation at his per diem rate of pay. For the purpose of this provision, the per diem rate of pay shall be calculated by dividing the Superintendent's total annual gross income for the fiscal year by 235 days.

10. The Administrator will be provided the following insurance benefits with the understanding that the Board shall not be responsible for insurance or coverage for any time the Administrator is not actually enrolled for coverage by the insurance carrier:

a. Full family MESSA SuperMed 1

b. Full family MESSA Delta Dental Plan B

c. Full family MESSA VSP3 Vision Insurance

d. Long-term disability insurance satisfying the following specifications

    90-day waiting period
    60% of base salary

e. Term Life Insurance Policy for $450,000.

f. For each year covered by this contract of employment or any extension of this contract of employment that Superintendent elects not to receive the health insurance, dental insurance or vision insurance to which he is entitled, he shall be paid as deferred compensation before the end of the calendar year in which he resigns or retires an amount equal to the sum of the annual premium(s) for the insurance that he elected not to receive.

11. The Administrator shall be granted use of an Edwardsburg Public School's car.

12. 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 his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting during the course of his/her employment and within the scope of his/her authority.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as Superintendent and will reimburse him/her for any portion of such expense and judgments 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.