

CONTRACT OF EMPLOYMENT – SUPERINTENDENT

July 1, 2014 – June 30, 2017

ALMA PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT

This contract is entered into on the 9th day of June, 2014, between the Board of Education of the Alma School District, referred to as the “Board of Education” and Sonia Lark as Superintendent, referred to as “Superintendent”, in this contract.

1. DUTIES

The Superintendent agrees, during the term of this contract, to faithfully fulfill her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the revised School code, as amended. She will act as an advisor to the Board on matters pertaining to school administration or the school district, and she will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the school district.

The Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet all 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 the Superintendent 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.

2. COMPENSATION

The Superintendent shall be paid at an annual (twelve month) salary rate of no less than the following in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the Board’s requirements and expectations. The salary shall be paid in 26 equal installments.

2014-2015	\$110,000
2015-2016	\$111,100
2016-2017	\$112,211

Annually, the Board shall provide the Superintendent with tax deferred compensation (annuity) equal to:

2014-2015	\$4,000.00
2015-2016	\$5,000.00
2016-2017	\$6,000.00

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The Board retains the right to increase the annual salary of Superintendent during the term of this contract. Any increase in salary made during the term of this contract shall be in the form of written amendment and when executed by Superintendent and the Board, shall become a part of this contract.

3. TERM

The board agrees to employ the superintendent from July 1, 2014 through June 30, 2017.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed for an additional year.

4. EVALUATION

The Board shall evaluate the Superintendent at least annually, using the criteria and evaluation process mutually agreed on by the Board and Superintendent.

The Superintendent's evaluation shall be provided to her in writing annually, not later than February 28.

5. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity, or any other administrative capacity within the district.

6. PROFESSIONAL GROWTH AND DUES

The Superintendent may attend professional meetings, seminars and college courses at the local, state and national levels, the reasonable expense of said attendance to be paid by APS. The Superintendent will notify the Board of Education President in advance of attendance at seminars or enrollment in classes.

The Board shall reimburse the Superintendent for all reasonable expenses resulting from the performance of her duties as superintendent.

The Board shall pay the dues of the Superintendent for the American Association of School Administrators (ASSA), the Michigan Association of School Administrators (MASA), the MASA region in which the district is located, as well as other appropriate affiliations as approved.

7. PAID TIME OFF

The Superintendent shall be entitled to:

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Twenty five (25) days paid time off per fiscal year. The superintendent may only use thirty (30) paid time off days in any fiscal year, however she may accumulate paid time off days not utilized in a fiscal year up to a total of thirty (30) in addition to the twenty five (25) she will receive at the beginning of each year. Paid time off days not utilized but accumulated will be paid to the superintendent at the time of separation of employment with the Alma Public Schools. Paid time off days not utilized and not accumulated shall be paid to the superintendent at the end of the fiscal year in which they were earned.

The following holidays for which no service to the school district is required: the day before New Year's Day, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day and Christmas Day. When any designated holiday falls on the weekend, the Friday before or the Monday after shall be considered as the holiday, whichever is more applicable, based upon the scheduling of school.

8. SICK LEAVE

The Superintendent shall be credited with 12 sick days each July 1, accruable to a maximum of sixty-five (65) days. Only thirty (30) sick days may be used in any 12-month period. The sick leave program shall be coupled with a long-term disability program for maximum protection.

9. RETIREMENT INCOME

The Superintendent shall be entitled, upon retirement, in conformance with the Michigan Retirement Act, the full cash value for accumulated sick leave earned, not to exceed 65 days. The Superintendent's daily rate for the year he/she retires will be used to calculate the pay out. The Superintendent's daily rate for the year he/she retires will be calculated by dividing the total year's salary by the days worked for that year.

-OR-

SEVERANCE PAY

The Superintendent, upon completion of five (5) years of service as an administrator, shall be entitled to 100 percent of the cash value of accumulated sick leave, not to exceed 30 days, when terminating employment with the Alma Public Schools. The Superintendent's daily rate for the year he/she terminates employment will be used to calculate their payout. The daily rate is calculated by dividing the total year's salary by the days worked for that year.

10. MEDICAL EXAMINATIONS

The Superintendent 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, the Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations. Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examinations or inquiries shall be considered and treated as confidential.

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11. INSURANCE

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the following insurance programs:

- Health Insurance
- Dental Insurance
- \$200,000 Term Life Insurance (Superintendent only)
- Vision Insurance
- Long Term Disability Insurance (Superintendent only)

The board may, however, reduce or cap said benefits to the same level as that given to Alma School administrators, if in the board's discretion financial pressures, or state law, mandate a freezing or reduction in said benefits.

In any event, the superintendent may avail herself of the same cash in lieu benefit afforded any other Alma Schools employee who's spouse is covered by a health insurance plan.

12. INSURANCE 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 agreement. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and 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.

13. TRANSPORTATION

The Board shall reimburse the Superintendent the IRS rate per mile for use of their automobile in conducting business in accordance with the position of Superintendent of Schools.

14. TERMINATION

The Superintendent shall be subject to dismissal during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing may be public or private at the option of the Superintendent. At such hearing, the Superintendent may have legal counsel present at her own expense.

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The parties acknowledge that this contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records and criminal history background checks.

15. SEVERABILITY

If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

For the Board of Education

Arthur W. McClintock
President

David H. Gustin
Secretary

By the Superintendent

Donna Lark