

**ITHACA PUBLIC SCHOOLS  
SUPERINTENDENT'S CONTRACT**

RECEIVED AUG 01 2012

*Pursuant to Section 1229 of the Revised School Code and in accordance with the action found in its May 10<sup>th</sup>, 2010 minutes, the **Board of Education** (the "Board") of the **Ithaca Public Schools** (the "District") employs **Nathan M. Bootz** (the "Superintendent") for a term of two (2) years commencing July 1, 2010 and ending June 30, 2012, according to the terms and conditions described below.*

1. **Duties.** Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board as to the assignment and oversight of his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

2. **Qualifications.** The Superintendent represents that he possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of his continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent pledges to use his best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of his responsibility. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law, as well as by the Board.

4. **Job Performance Evaluation.** Consistent with Section 1249 of the Revised School Code, the Superintendent's job performance shall be evaluated by the Board at least annually through the use of a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Provides timely and constructive feedback;
- B. Establishes clear approaches to measuring student growth in the District and provides relevant data on student growth in the District; and
- C. Uses multiple rating categories that take into account data on student growth in the District as a significant factor. For those purposes, student growth in the District shall be measured by national, state, or local assessments and other objective criteria.

Further, the Superintendent shall, with the Board's cooperation, establish goals upon which the annual job performance evaluation will be based. Before the annual job performance evaluation, the Superintendent shall complete a self-assessment and submit it to the Board before each individual Board

member completes the annual evaluation activity.

5. **Base Salary.** The Superintendent shall be paid an annual salary of One Hundred Fifteen Thousand Dollars (\$115,000).

A. The Board retains the right to review and adjust the Superintendent's annual salary, but such adjustment shall not reduce the annual salary below the initial amount specified above.

B. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments as evaluated pursuant to Paragraph 4 will be a significant factor in determining any adjustment to the Superintendent's compensation.

C. The annual salary shall be paid on a pro-rata basis if the Superintendent does not fully work the contract year.

6. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty (20) days per contract year.

A. Vacation days must be used within the contract year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days.

B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.

7. **Sick Leave Days.** The Superintendent is allowed ten (10) sick leave days per year, credited at the beginning of a contract year (*i.e.*, July 1<sup>st</sup>). Unused paid sick leave days shall be cumulative to a maximum of forty-five (45) days for absences due to the Superintendent's personal illness or disability.

8. **Personal Business Leave.** Superintendent shall be provided two (2) personal business days per year for the purpose of addressing personal business that cannot be taken care of during regularly scheduled work days and work hours.

9. **Bereavement Leave.** Superintendent shall be provided three (3) bereavement leave days per year.

10. **Expense Reimbursement.** Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

11. **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 the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the

Superintendent to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Superintendent and will reimburse him 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.

**12. Professional Growth.** The Superintendent may attend professional meetings at the local, state and national levels, the reasonable expenses of said attendance to be paid by the District upon the Board's approval. The District shall reimburse the Superintendent for reasonable expenses resulting from the performance of his duties as Superintendent, upon approval by the Board. The District shall reimburse the Superintendent for tuition expenses for successful completion of one academic university course per contract year. (District pays 3 out of 5 years.)

**13. Professional Dues.** The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A Region in which the School District is located, as well as other appropriate affiliations as approved by the Board.

**14. Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work-days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

**A.** If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

**B.** The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.

**C.** If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.

**D.** Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from his health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

**E.** The parties agree that the Superintendent's position is that of a "key employee" as prescribed by the Family and Medical Leave Act.

**15. Medical Examination.** 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.

**A.** Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). 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.

**B.** Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

**16. Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for Health, Dental, Vision Insurance in the same amount as provided to other District administrators, subject to possible modification as stated in paragraph 17 below.

**17. Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above insurance coverage, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

**A.** The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

**B.** 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.

**C.** The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

**18. Moving Expense.** If Superintendent moves his residence to within the Ithaca Public Schools School District prior to June 30, 2011, Board will reimburse Superintendent for the moving expenses actually incurred by Superintendent up to a maximum of Three Thousand Dollars (\$3,000). Superintendent shall provide Board with appropriate documentation of the moving expenses.

**19. No Tenure In Position.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) with the District. Nor shall the Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or

demotion within the provisions of the Michigan Teachers' Tenure Act.

20. **Non-renewal.** Consistent with Section 1229 of the Revised School Code, the Board, in its sole discretion, may act to non-renew this Contract beyond its stated expiration date. The Board's decision not to renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

21. **Termination for Cause.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.

A. The foregoing standard for termination of this Contract during its term shall not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation.

22. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the employment of the Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

A. Any prior agreement pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent, is terminated and shall have no effect. Provided, however, that this Contract is void-able under the Revised School Code's provisions pertaining to criminal history and records checks.

B. Any adjustment in salary or fringe benefit made during the life of this Contract shall neither be considered as entering into a new Contract nor as extending the termination date of the existing Contract.

C. No change or modification of this Contract shall be valid unless it is in writing and signed by the Superintendent and the Board. Any mutually agreed upon Contract change or modification shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this Contract.

D. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

23. **Reduced Statute of Limitations.** The Superintendent agrees that any claim or suit arising from his employment with the District must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitations set forth in this Contract and waives


any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short time period to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.


24. **Voidability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

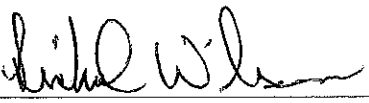
25. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on May 10, 2010, the same being incorporated herein by reference.


IN WITNESS WHEREOF, the parties have caused this Contract to be executed on May 10, 2010.

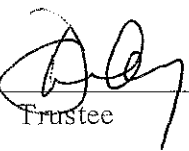
**ITHACA PUBLIC SCHOOLS**

By:   
President

By:   
Vice-President

By:   
Treasurer

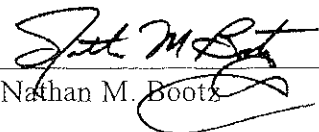
By:   
Secretary

By:   
Trustee

By:   
Trustee

By: \_\_\_\_\_  
Trustee

**SUPERINTENDENT**

By:   
Nathan M. Boots