



Ingham Intermediate School District

A Regional Educational Service Agency

ADMINISTRATIVE 2012 - 2015 NON-TENURE CONTRACT

This agreement, "Contract," made and entered into on this 19th day of June, 2012, between the Ingham Intermediate School District, "Employer", Mason, Michigan and Stanley S. Kogut, Jr., "Employee," approved and/or certified to serve as a school administrator in the State of Michigan.

- (1) Employer does hereby employ Employee in the capacity of Superintendent for the Ingham Intermediate School District for a period of three (3) years, commencing July 1, 2012 to June 30, 2015, inclusive at the following annual salary:

Annual Salary	Employee #1103	
Base Salary*	7/1/12 - 6/30/15	\$147,000.00
Professional Development		0
Total Salary		<u>\$147,000.00</u>

- (2) Said salary will be paid in 26 installments every other Friday commencing July 13, 2012.
- (3) Employee agrees to faithfully perform the duties assigned by Employer and abide by its established policies and administrative handbook. Policies and administrative handbooks are published and copies are available from Employer's Human Resources Department. Employee further understands that s/he is held responsible for the information contained herein.
- (4) Loss by Employee of legal qualifications to perform or continue the duties in the assigned position shall automatically and immediately terminate this contract.
- (5) Employee is prohibited from engaging in conduct involving turpitude. Employer may void the Contract if the Employee engages in conduct involving turpitude.
- (6) Nothing in this Contract shall be construed to grant tenure in the position specified. It is further understood that it is the policy of the Employer not to grant tenure to any employee assigned to any administrative position.
- (7) Additional Provision: As attached and incorporated by reference Administrator's Employment Addendum.
- (8) Employee shall have completed, within each 5-calendar-year period, a minimum of 6 semester hour credits at a state board-approved institution or 18 state board-continuing education units, or a combination of both.
- (9) Employer and Employee may, at any time, by mutual agreement in writing signed by both parties, alter, amend, and/or terminate the Contract.
- (10) The return of a copy of this Contract with Employee's signature affixed within a period of ten (10) days from date will constitute acceptance. Failure to execute the Contract within this time period will be considered non-acceptance and the position will be declared open.

* Salary for remaining years will be reviewed annually.

EMPLOYEE:
STANLEY S. KOGUT, JR.

By:

Stanley S. Kogut, Jr.

Date:

6-19-12

EMPLOYER:
BOARD OF EDUCATION FOR THE
INGHAM INTERMEDIATE SCHOOL DISTRICT

By:

John Wolenberg, President

Date:

6-19-2012

ADMINISTRATOR'S EMPLOYMENT ADDENDUM

This Addendum to be part of and incorporated into the Administrative 2012-2015 Non-Tenure Contract between **Ingham Intermediate School District**, "District", and **Stanley S. Kogut Jr.**, "Employee", dated June 19, 2012, "Contract."

Whereas, the Board of Education, on behalf of the District, at a meeting held on the 19th day of June, 2012, approved the employment of the Employee in accordance with the terms and conditions of this Addendum; now, therefore, in consideration of the mutual promises contained in this Addendum, it is agreed between the parties, as follows:

1. **Term.** The District agrees to employ Employee as an administrator of the District for a term of three (3) years from July 1, 2012 through June 30, 2015. The District shall review the Contract with the Employee annually, and shall, on or before April 30th of each ensuing year, take official action to determine whether or not the Contract shall be extended for an additional year and notify the Employee of its action in writing. The standards for termination of the Contract during its term shall not be applicable to non-renewal of the Contract at the expiration of its term which decision is at the discretion of the District. If no action is taken by the District, the Contract shall be deemed to have been renewed for an additional year.
2. **Duties.** The Employee agrees, during the period of the Contract, to faithfully perform his duties and obligations in such capacity for the District, including, but not limited to, those duties required by Section 132 of the School Code of 1976, as amended. He will act as an advisor to the District Board of Education on matters pertaining to the administration of the District, and he will inform the District Board as to administrative action taken on its behalf. The Employee agrees to perform his duties in a competent and professional manner in compliance with the laws applicable to the District and the adopted District policies and regulations.
3. **Evaluation.** Twice annually, using criteria and an evaluation process mutually agreed upon by the District Board and the Employee the District Board shall review with the Employee his performance.
4. **Tenure.** The Employee 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 Addendum or any employment assignment (requiring certification) with the District. Nor shall the decision of the District Board not to continue or renew the employment of the Employee for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Addendum or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act.

5. **Compensation.** The District shall pay the Employee an annual salary of One Hundred Forty Seven Thousand and 00/100 Dollars (\$147,000.00). This salary shall be paid in 26 equal installments. Thereafter, the District Board and the Employee shall agree upon an annual salary for each of the remaining two (2) years of the Contract at an amount not less than One Hundred Forty Seven Thousand and 00/100 Dollars (\$147,000.00) per year and shall append said annual adjustment to the Addendum. In absence of an amendment to this Addendum, the compensation for the succeeding year shall be the same as the previous year.

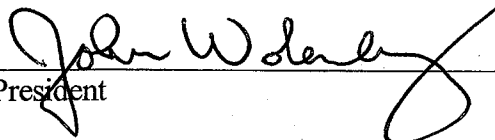
The Employee shall annually receive Thirty Thousand, One Hundred, Thirty Two and 00/100 Dollars (\$30,132.00) of compensation through District investment in a tax-deferred annuity or other manner the Employee shall direct.
6. **Benefits.** During the term of the Contract, the Employee shall receive the benefits provided to other full-time administrative staff in the District, as more fully described in the Administrative Handbook. In addition, the Employee shall have five (5) additional vacation days over and above those outlined in the Administrative Handbook.
7. **Physical Examination.** The Employee is required to have an annual physical examination. The District shall pay any costs not covered by insurance or other District defined benefits.
8. **Consultant Days.** Fifteen (15) paid consultant and preparation days per year over and above personal, vacation and sick leave are available for the Employee to use at his discretion. These days are to be available so long as the use of them does not interfere with his work for the District. The Board President shall be responsible for developing with the Employee a plan for use of these days.
9. **Professional Liability.** The District agrees to pay the premium amount for errors and omissions insurance coverage for the Employee while engaged in the performance of the governmental function and while the Employee is acting within the scope of his District authority and responsibilities. The policy limits for this coverage shall be not less than Two Million Dollars (\$2,000,000). The terms of the errors and omissions insurance policy shall be controlling respecting the defense and indemnity of the Employee. The sole obligation undertaken by the District shall be limited to the payment of premium amounts for the above errors and omissions coverage. If such insurance is unavailable or determined by the District to be too costly, the Employee and the District Board will immediately meet to renegotiate this provision. In no case will individual District Board members be considered personally liable for indemnifying the Employee against such demands, claims, suits, actions, and legal proceedings.
10. **Affiliation and Professional Dues.** The District shall pay the dues of the Employee required for membership in professional organizations which provide support and opportunities for the District as well as for strengthening the professional skills of the Employee, which memberships shall be approved by the District Board.

The Employee may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District in accordance with District conference policy and procedure. The professional growth of the Employee is a topic to be discussed at the evaluation.

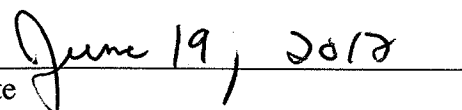
11. **Travel.** The Employee shall be permitted to submit for reimbursement business travel outside of the county as outlined in Board Policy #3932.00, Paragraph B.
12. **Breach.** If any provision of this Addendum becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Addendum shall continue in full force and effect without said provisions.
13. **Termination.** The Employee shall be subject to discharge only for just cause. 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 District Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Employee. At such hearing, he may have legal counsel in attendance at his sole cost and expense.
14. **Entirety.** The Contract and this Addendum contains the entire agreement and understanding by and between the District and the Employee with respect to the employment of the Employee 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 the employment of the Employee by the District, are hereby terminated and shall hereafter be of no force or effect whatsoever. In the event a conflict arises between the terms of the Contract and the terms of this Addendum, the Contract shall govern. No change or modification of this Addendum shall be valid or binding unless it is in writing and signed by the Employee and the District Board President or other authorized representative of the District. No valid waiver of any provision of this Addendum, at any time, shall be deemed a waiver of any other provision of this Addendum at such time or at any other time.

In witness whereof, the parties have duly executed the Administrator's Employment Addendum as of the day and year first written above.

**Board of Education for the Ingham
Intermediate School District**



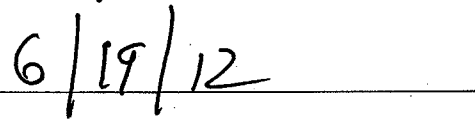
President



Date

Employee





Date