

KELLOGGSVILLE PUBLIC SCHOOLS
Administrator Contract: **Superintendent of Schools**
July 1, 2012-13 through 2015-16 Contract

This Contract, entered into on this 1st day of July 2012, by and between the BOARD OF EDUCATION OF KELLOGGSVILLE PUBLIC SCHOOLS (hereafter referred to as the "Board"), and **Gregory D. Warsen** (hereafter referred to as the "Administrator").

1.0 POSITION AND TERM

The Board agrees to employ the Administrator in the position of **Superintendent of Schools** for the term of forty-eight (48) months, commencing *01 July 2012* to and including *30 June 2016*.

2.0 QUALIFICATIONS

The Administrator represents that he/she possesses sufficient credentials as required by the Laws of the State of Michigan in order to qualify for the position for which he/she has been hired. The Administrator agrees to fulfill all duties and responsibilities of said position as described by the Board policies, rules and regulations, and as may be required by the School Code.

3.0 COMPENSATION

The Total Compensation (TC) Formula is:

Base Salary (A) + Added Compensation (B) = TC

Base Salary (A): The annual salary for the Administrator shall be **Step 1, 2, 3 and 4** respectively for 4 year term of employment under this Contract. Step 1 will be used for 2012-13 (frozen from 2011-12), step 2 will be used for 13-14, step 3 for 14-15, and step 4 for 15-16. The annual salary for each successive year thereafter, has been determined by the Board and is listed below, but shall be no less than the annual salary of the current year of the contract. All such salary shall be payable in **twenty-six (26)** equal installments annually or as otherwise as agreed per addendum.

Added/Deferred Compensation (B): The Administrator shall annually receive **\$6,000** as tax-deferred compensation or cash. The administrator may designate the tax-deferred compensation to be deposited in their plan of choice. The net deposit (one payment method) of the funds or compensation of cash will be made with the first pay in July. If an administrator elects to receive "cash" as compensation (equal distribution method) they may request to include the funds in their regular 26 pay schedule beginning with the first pay in July.

| Year: | Step 1 | Step 2 | Step 3 | Step 4 |
|----------------------|----------------|----------------|----------------|----------------|
| | 2012-13 | 2013-14 | 2014-15 | 2015-16 |
| Salary (A) | \$137,000 | \$140,667 | \$144,428 | \$148,189 |
| Added Comp. (B) | \$ 6,000 | \$ 6,000 | \$ 6,000 | \$6,000 |
| Total Compensation | \$143,000 | \$146,667 | \$150,428 | 154,189 |
| Percent of Increase: | | 2.5% | 2.5% | 2.5% |
| Increase: | | \$3,667 | \$3,761 | \$3,854 |

The total compensation (TC) for the 4 year term of the contract will be paid as per the twenty-six (26) equal installment schedule or as listed options and provisions of the contract.

4.0 PROFESSIONAL LIABILITY

The District and the Board agree that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in his/her individual capacity, or in his/her capacity as agent and employee of the District, providing the basis of the allegations against the Administrator are such that they occurred while the Administrator was acting within the lawful scope of his/her employment. The Board and the District shall provide public liability insurance to the Administrator to cover legal expenses in defense of such claims and payment of Judgments resulting from his/her functioning as Administrator and will reimburse him/her for any portion of such expenses and Judgements not covered by insurance.

5.0 PROFESSIONAL GROWTH

The District will:

- 5.1 Pay membership dues to professional organizations as approved by the Superintendent.
- 5.2 Reimburse graduate education tuition as approved by the Superintendent. Reimbursement will be at the actual semester hour rate and will be pre-paid.
- 5.3 Pay for attendance at professional meetings at local, state and national levels as approved by the Superintendent. Reimbursement for conference registration, travel, room expenses, and reasonable stipend per day for food allowance will be provided.
- 5.4 Mileage reimbursement for travel, in the course of performing in the position, will be the IRS rate on September 01 of every year.

6.0 FRINGE BENEFITS

The Board shall provide the Administrator with the following benefits:

6.1 Insurance Benefits: The Board agrees to furnish to all full-time Administrators, who elect such coverage, the insurance protection as selected from the following options:

6.1.2 Insurance or Cash in Lieu of Benefit Schedule:

| <u>ITEM</u> | <u>CASE IN LIEU OF BENEFIT</u> |
|---|---|
| 6.1.2.1 <u>Health: District Plan</u> | |
| Self | 0% |
| Self-Spouse | 50% of hard cap |
| Self-Dependent | 50% of hard cap |
| Full-Family | 50% of hard cap |
| 6.1.2.2 <u>Dental</u> | 75% of monthly premium |
| | Full-Family 50% Basic and Major Services will have an annual combined maximum of \$1,000. 75% of Orthodontics for dependent children to age 19 and \$3,500 maximum. |
| 6.1.2.3 <u>Vision</u> (Plan Specifications Available in Central Office) | |
| Full-Family | 75% of monthly premium |
| 6.1.2.4 <u>Long Term Disability</u> (Plan Specifications Available in Central Office) | |
| 6.1.2.5 <u>Term Life Insurance</u> | |
| \$300,000 | % of monthly premium |

6.1.3 The administrator agrees to contribute cost of health insurance premiums that exceed legislatively determined "hard caps." For the 12-13 school year, these limits are \$5,500 for Single, \$11,000 for Self-Spouse, and \$15,000 for Full Family. This net cost payment will begin July 1, 2012, divided into twenty-six (26) installments and withdrawn pre-tax.

6.2 Twelve (12) sick days per year to be accumulated without limit.

6.2.1 A maximum of five (5) days per fiscal year for serious illness in the immediate family shall be allowed. The purpose of this leave is to care for the ill person and shall not be used for child-care. The five (5) days is charged to sick leave. "Immediate family" includes: husband, wife, parents, step-parents, children, step-children, brothers, sisters, grandparents, mother-in-law, father-in-law, or any other person living in the same household.

6.2.2 The Administrator, if injured while actively engaged in his/her school duties, will decide whether to be compensated under the accumulative sick

leave or on the basis of Worker's Compensation in accordance with regulations and policies established by the State of Michigan. The first ten (10) days following the injury will not be deducted from sick leave.

- 6.3 Five (5) personal days may be used as per the District's guidelines. The days will be charged to sick leave.
- 6.4 Twenty-five (25) vacation days per year. Vacation days may not be cumulative and any unused days may be transferred and converted to sick days or redeemed at the administrator's per diem on 30 June of each year of the contract.

Vacation days (five or more at one time and up to ten) may be taken while school is in session.

Vacation days shall be in addition to the holidays recognized by the District.

- 6.5 District recognized holidays:

- 6.5.1 July 4th
- 6.5.2 The Friday before Labor Day
- 6.5.3 Labor Day
- 6.5.4 Thanksgiving
- 6.5.5 The Friday following Thanksgiving
- 6.5.6 Christmas Eve Day
- 6.5.7 Christmas Day
- 6.5.8 New Years Eve Day
- 6.5.9 New Years Day
- 6.5.10 Memorial Day

- 6.6 Bereavement Leave:

- 6.6.1 Five (5) days: leave, with pay and not chargeable against sick leave allowance shall be granted for the death of husband, wife, parents, step-parents, children, step-children, brothers and sisters. Leave, chargeable against sick leave, shall be allowed for death of mother-in-law, father-in-law, grandparents, grandchildren or any other person living in the same household with the Administrator.
- 6.6.2 One (1) day for attendance at a funeral of a person outside the immediate family. A maximum of two (2) days is allowed and is deducted from sick leave or vacation leave; whichever the Administrator designates.

- 6.7 Other Leave:

- 6.7.1 If called for jury duty or to give testimony before a judicial tribunal the Administrator shall be compensated for the difference between his/her salary and the compensation received for the performance of such obligation. Time spend on jury duty shall not be chargeable against

vacation or sick leave provided such leave was not volunteered by the Administrator.

6.7.2 Presentations at professional organizations may be approved by the Superintendent for leave time. Any compensation shall be turned in to the District.

6.7.3 Sabbatical leave will not be granted.

6.7.4 The Administrator may participate in a “sick leave bank” for administrators/supervisors/administrative assistants.

6.7.5 Snow Days or Other Acts of God: If an administrator works when school is closed because of Snow Days or Other Acts of God, the administrator will be given one vacation day for every day worked. If the administrator doesn’t work then the day is considered a Snow Day or Act of God and pay will be received without the use of a vacation or sick day. The number of Snow Days or Act of God days are limited as per State law.

6.8 Terminal Leave:

6.8.1. Administrators that leave the Kelloggsville School System after five (5) consecutive years of Kelloggsville service shall be compensated for any unused accumulated leave. Accumulated leave is defined as the number of unused sick days. Payment for all accumulated leave days shall be at the highest rate achieved and as per notification requirements at the date of severance.

6.8.1.2 The compensation rates are as follows:

| Accumulated Leave Days | Per Day Leave \$ Non-retirement | Per Day Retirement \$ |
|---------------------------|------------------------------------|-----------------------|
| 1-49 | \$70.00 | \$125.00 |
| 50-125 | \$80.00 | \$135.00 |
| 126-200 | \$90.00 | \$145.00 |
| 200 + | \$100.00 | \$155.00 |

6.8.2 Retirement compensation will be made for total service years in the retirement system. Terminal leave payment will be paid upon retirement under the Michigan School Retirement Laws, provided the Administrator has been employed in the Kelloggsville district for 10 years. Payment for all accumulated years of service shall be at the highest rate achieved

6.8.2.2 The compensation rates are as follows:

Compensation

| <u>Years Service</u> | <u>Per Service Year</u> |
|----------------------|-------------------------|
| 10 | \$150.00 |
| 11-15 | \$175.00 |
| 16-20 | \$200.00 |
| 21-25 | \$225.00 |
| 26-30 | \$250.00 |
| 31 + | \$300.00 |

6.8.3 Death of Administrator: In the case of a death of an eligible Administrator, under 6.9.1 and 6.9.2, all benefits will be paid to the Administrator's estate/beneficiary.

7.0 EVALUATION

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

8.0 TENURE

The Administrator shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continue tenure as an active classroom teacher in accordance with provisions of the Michigan Teacher Tenure Act.

9.0 CONTRACT TERMINATION BY ADMINISTRATOR

In the event the Administrator wishes to terminate this Contract, written notice must be given to the Board of Education ninety (90) days prior to leaving or he/she shall forfeit any right to unpaid vacation time (if applicable) or terminal leave.

10. ADMINISTRATOR DISCHARGE

During the term of this agreement, and any successive terms, the Administrator shall be subject to discharge for good and just cause by the Board. No discharge shall be effective unless written charges have been served upon the Administrator and he/she shall have had an opportunity for a fair hearing before the Board with at least ten (10) days notice of such in writing. Such hearing shall be public or private at the option of the Administrator. At such hearing, the Administrator may have legal representation of his/her own choice and at his/her own expense. The Administrator shall have the right to fully face and cross-examine his/her accusers, and present any evidence on his/her behalf. The hearing shall be designed in all respects to provide full due process to the Administrator.

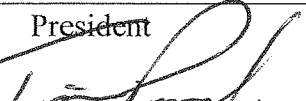
11. OTHER PROVISIONS

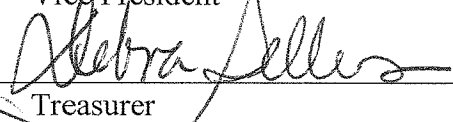
None.

The signatures attest to the agreement of this contract by all parties.

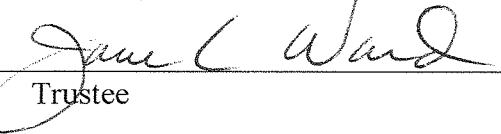
The undersigned Board members, on behalf of the full board, authorize the contract for 2012-13, 2013-14, 2014-15, and 2015-16 as defined above.

By  6/18/12
President Date


By  6-18-12
Vice President Date

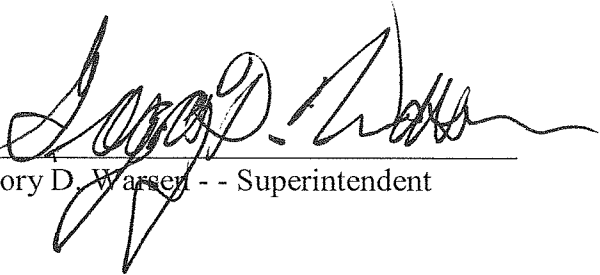
By  6-18-12
Treasurer Date

By  6-18-12
Secretary Date

By  6-18-12
Trustee Date

By  6/18/12
Trustee Date

By  6/18/12
Trustee Date

By  6-18-12
Gregory D. Warren - - Superintendent Date