

## MORLEY STANWOOD COMMUNITY SCHOOLS

### SUPERINTENDENT'S CONTRACT

This Contract, entered in this 1<sup>st</sup> day of July, 2011, between the Morley Stanwood Community Schools Board of Education, hereinafter called the "Board" and Roger Cole, hereinafter called "Superintendent."

#### **1. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he 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 of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon as the executive head of the administrative section of the school system and the School District.

#### **2. TERM**

The Board agrees to employ Roger Cole as Superintendent of its schools for the term of two (2) years from July 1, 2011 to and including June 30, 2013. The Board will extend the term to three years upon completion of a successful first-year evaluation.

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period.

If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

#### **3. TENURE**

The Superintendent shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment. It is the intent of the Board that this contract does not give tenure in position, but does give tenure as a teacher, unless superseded by State or Federal law.

#### **4. CONTRACT VALIDITY**

This contract shall not be valid unless the Superintendent shall have and shall maintain such qualifications for the employment position herein designated as required by law.

## **5. MOVING EXPENSES**

The Board will allocate up to \$2,500 upon receipt of moving expenses which must be incurred by August 30, 2011.

## **6. COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$100,000 annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The District is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent and such sums as have not been earned due to absence from employment.

The Superintendent shall annually receive a tax-deferred annuity in the amount of \$1,500. Upon completion of a satisfactory first-year evaluation, the Board will increase to \$2,500.

## **7. FRINGE BENEFITS – Currently under Negotiation (same as Administrative team)**

- A. HEALTH INSURANCE – BLUE CROSS/BLUE SHIELD FLEXIBLE BLUE 2 (up to full family) premium will be paid by District, plus deposit \$1250/\$2500 year in Administrator's HSA for Health deductible or cash in lieu of health insurance. (0% co-pay on drugs or office visits)
- B. DENTAL INSURANCE – Delta Dental Plan 80/80/60
- C. VISION INSURANCE – VSP 3 Plus Plan
- D. LIFE INSURANCE - \$160,000 Term Life will be paid by the District; \$160,000 AD&D
- E. LTD INSURANCE – 66 2/3%, one month waiting period, \$3,000 maximum monthly benefit
- F. VACATION – Twenty (20) days' paid vacation and 10 paid holidays, provided that school is not in session on the aforementioned holidays.
- G. SICK LEAVE – Forty (40) days the first year and 10 days per year thereafter accumulating to one hundred twenty (120) days.
- H. PERSONAL DAYS – Two (2) personal leave days per year to be non-cumulative.
- I. TUITION REIMBURSEMENT – Reimbursement will be made for a maximum of six (6) semester hours every five (5) years for approved graduate classes.
- J. MEDICAL EXAMINATION – The Superintendent agrees to have a comprehensive medical examination once every three years, the cost of which shall be paid by the District.

## **8. PROFESSIONAL DUES**

State and National dues will be paid for professional organizations selected by the Superintendent and approved by the Board.

## **9. PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

## **10. TRANSPORTATION**

The Board shall reimburse the Superintendent at the IRS rate for the use of his automobile in conducting business outside of the school district boundaries associated with the position of Superintendent of Schools.

## **11. EVALUATION**

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

## **12. TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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 Board with ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

## **13. 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 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 judgments resulting from his functioning as Superintendent and will reimburse 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.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By Heidi A. Speer 4-18-11 Board President

By Darke Bawa Board Secretary

By [Signature] Superintendent