

CONTRACT OF EMPLOYMENT

School Administrator

It is hereby agreed by and between the Board of Education of the Colon Community Schools (hereinafter "Board") and Lloyd A. Kirby (hereinafter "Administrator") that pursuant to Section 1229 of the School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 20th day of June 2011, had and does hereby employ the said Administrator for a two year period commencing on July 1, 2011, and ending on June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board pursuant to the School Code of the State of Michigan, as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board.
2. Administrator represents that he/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, Administrator agrees, as a condition of his/her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which he/she is responsible during the entire term of this Agreement. Further, Administrator pledges to use his/her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his/her responsibility.
4. Administrator shall be paid at an annual salary rate of Eighty-nine thousand eight hundred seventy six dollars (\$89,876.00) in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board as set forth herein.

Should Administrator be assigned or transferred to another position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) or twenty-seven (27) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30). Upon separation of the Administrator during any fiscal/contract year, his/her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were actually and physically rendered during the contract year. Any amounts due the Administrator upon separation shall be remitted by the Board to him as soon as such amounts can diligently be determined. Any salary amounts received by the Administrator in excess of days actually worked during the fiscal/contact year shall be deducted from the Administrators remaining wages and Administrator, by executing this contract, hereby gives his/her written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board by the Administrator within three (3) business days of separation from employment. If not paid in this manner, Administrator agrees that judgment may be entered against him/her in any Michigan court of competent jurisdiction for such amount(s).

The Board hereby retains the right to adjust the annual salary of Administrator during the remaining years of this contact. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board.
6. Administrator's performance shall be evaluated by the Board annually, not later than March 1.
7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, conviction or commission of a felony or misdemeanor or if administrator materially breaches the terms and conditions of the Agreement.

The Administrator shall be entitled to return to any opening as a teacher in case of personal or board request to change of position, provided a vacancy exists for which the administrator is certified and qualified.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss Administrator during the term of this contract, he/she 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 Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. Additionally, this contract may be terminated or transferred during its term pursuant to a reduction in administrative personnel, as determined by the Board. The Administrator shall be given at least sixty (60) days notice of termination prior to the effective date of layoff or transfer. In the event of layoff, the Board shall have no further obligation under this contract.
9. **Family and Medical Leave.** Up to twelve (12) weeks leave shall be granted, in any school year if in the previous school year the employee worked for the district for at least 1,250 hours, for the purposes of serious illness of the Employee or family member, or the birth or adoption of a child. If the leave is for the Employee's illness the Employee shall first exhaust accumulated sick days prior to placement on an unpaid leave of absence. The Employee shall submit upon request medical verification that the Employee's presence is required to care for the family member. The Employee's health plan benefits shall be continued during this twelve (12) week period on the same basis as if the Employee were continuing to work. However, if the Employee fails to return to work following the leave for reasons in the control of the Employee, the Employee shall reimburse the Employer the premium contribution costs. This provision shall be administered consistent with the Federal Family and Medical Leave Act and Board Policy 3430.01.
10. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she 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 school district. Nor shall the decision of the Board not to continue or renew the employment of Administrator 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 Agreement or a discharge or demotion within the provisions of the Michigan's Teacher's Tenure Act.
11. Administrator 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 or superintendent, administrator shall authorize the release of medical information necessary to determine if administrator is capable of performing the essential job functions required by his/her assignment, with or without job accommodation. Any physical or mental examinations or inquiries shall be considered and treated as confidential.
12. Insurance and fringe benefits shall be paid in accordance with Attachment A.

13. 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 Administrator and his/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 shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
14. The Administrator shall be eligible for leave days and additional benefits as set forth in Attachment A.
15. Protection of Administrators: The Administrator shall have the right to take such action as may be authorized by the Employer to protect the safety of the Administrator, the safety of other persons, or preserve or protect property. If the Administrator is subpoenaed to appear in criminal proceeding arising out of an assault by a student, the time lost shall not be charged against the administrator. The district will reimburse a Administrator for property damage or loss caused by the district or a student not covered by the employee's insurance up to \$100 or not reimbursed by the student/parent provided such loss or damage was not related to the Administrator's negligence. Full replacement will be paid for glasses, prosthetics, or hearing aids not covered by insurance, service contract, warranty, or supplementary insurance coverage if the student/parent is not responsible for reimbursement. The Administrator must present proof that the item is not covered, as outlined above, before payment will be made. Damage must not be related to the Administrator's negligence. Administrators are encouraged not to bring, or leave, expensive personal items at school or in any unsecured areas. The district will not reimburse for loss or damage to jewelry.
16. In the event of any dispute between the parties relating to discharge or nonrenewal of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of their Contract including, but not limited to, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be the obligation of the Board. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Administrator's discharge or non-renewal. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own

costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

- 17. This Contract of Employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of administrator and no representation, 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 Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
- 18. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions.
- 19. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 20, 2011 the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: _____

Lloyd A. Kirby, Administrator

**Colton Community Schools
Board of Education**

By: _____
Ernest J. Baker Date
Board President

By: _____
Eric Bower Date
Board Secretary

ATTACHMENT A

**COLON COMMUNITY SCHOOLS
SPECIAL ENDORSEMENTS
2011-2013 ADMINISTRATOR'S CONTRACT**

**Part A
Authorized Absences**

1. **Holidays.** Labor Day, Thanksgiving plus the day after, Christmas plus the day after, New Year's plus the day after, Good Friday (when school is not in session), Memorial Day, 4th of July.

2. **Vacation Leave.** Administrator shall be granted vacation time of thirty-five (35) days per fiscal year while the calendar is reduced to 164 days, if the calendar returns to a 180 day student calendar then the vacation returns to thirty (30) days per year subject to proration in the first year of employment. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

3. **Sick Leave.**
 - 3.1 Use. Sick leave may be used for:
 - A. Any physical or mental condition that disables the administrator from performing his duties, excluding any condition compensable by worker's compensation.
 - B. Any communicable disease which would be hazardous to the health of students, employees, or other persons using the school district facilities.
 - 3.2 Accrual. The administrator shall be credited with twelve (12) days sick leave at the beginning of employment. Twelve (12) days sick leave shall be given each year although the total accumulated days shall never exceed 130.

4. **Funeral Leave.**
 - 4.1 Use. Bereavement due to death of the spouse, mother, father, child, stepchild, brother, sister, or the current mother-in-law, father-in-law, brother-in-law, sister-in-law (5 work days per immediate family member per year) or anyone reasonably required to attend the funeral of the deceased and/or attend to personal matters arising from such death. The attendance of a funeral as a representative of the school district shall not be charged against funeral leave.

4.2 **Accrual.**

The administrator shall be credited with five (5) work days per year. Funeral days shall not accumulate.

5. **Business Leave**

5.1 **Use.** Business, professional or personal obligations which cannot reasonably be scheduled at a time which does not conflict with the performance of duties, but not for social, recreation, vacation, or other similar purposes.

5.2 **Accrual.** The administrator shall be credited with two (2) work days per year. Business leave shall not accumulate.

Part B
Insurance Benefits

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 Administrator and his/her eligible dependents for the following insurance programs:

1. BCBS PPO #15/100% with \$30 office visit co-pay and prescription drug coverage and then self funded back to the benefit level of BCBS PPO #1/0 deductible. Each year the board contribution to the premium will be up to an additional 10% above the previous year's level.
2. 60/40 Dental at 2007/2008 coverage level, Self Funded Vision at 2007/2008 coverage level.
3. Life insurance in the amount of the Administrator's salary.

Part C
Other Benefits

1. **Transportation.** The Administrator shall furnish a vehicle for any transportation required in the discharge of duties in the district and county. Out of county travel will be paid at the school rate.
2. **Retirement.** The Board of Education shall pay the full employer retirement obligation to the Michigan Public School Employees Retirement System.
3. **Professional Association and Conferences.** Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board subject to budgeted amount on an annual basis.
4. **Graduate Credit:** Reimbursement for two classes of up to eight (8) semester credit hours per year for classes taken, that directly pertain to areas of responsibility, to achieve or maintain administrator requirements.
5. **Retirement Payment:** Upon retirement, after ten (10) years in an administrative position, the administrator will convert all remaining unused sick days into banked vacation days. The ratio of exchange is four (4) unused sick days to equal one (1) banked vacation day. Upon separation from the district the employee shall be compensated for each vacation day at the current substitute teacher rate in a separate check. Written retirement resignation must give thirty (30) days notice.
6. **Step Increase:** To acknowledge the successful completion of each years service a 1 ½% payment will be paid for achieving a satisfactory evaluation from the Board and their recommendation for payment based upon meeting annual goals.
7. **Administrator License:** The board shall reimburse one-half the cost for renewal of the Administrator license.

LEADERSHIP TEAM

Contract Addendum

To: Lloyd Kirby

Date: June 20, 2011

Contract Addendum for the 2010/2011 School Year

- Salary is established at \$88,986.00 for the 2010/2011 school year.

As a matter of record, please acknowledge your acceptance of this addendum by signing and returning signed copy to the Superintendent's Office as soon as possible.

Board President Signature

Leadership Team Signature

Date

Date