

**ADMINISTRATOR'S EMPLOYMENT CONTRACT**  
**Between JEAN E. LOGAN**  
**And THE BOARD OF EDUCATION of the**  
**THREE RIVERS COMMUNITY SCHOOLS**

Pursuant to Section 1229(1) of the Michigan Revised Code and in accordance with the action taken by the Board of Education at its meeting of June 9, 2014, this Contract of Employment constitutes an agreement between the Board of Education and the Three Rivers Community Schools (subsequently referred to as "Board of Education", "Board", or "School District") and Jean E. Logan, as Superintendent (subsequently referred to as "Administrator"). The terms of the Contract are provided below.

**1. TERM.** The Administrator is employed for a two (2) year period from July1, 2014 through June 30, 2016, subject to extension, nonrenewal and discharge as provided in this contract. The Board, no later than the 1st day of June of each year during the term of this contract, may extend the contract for an additional year. If the Board does not officially extend this contract, the contract will continue to expire on the expiration date specified above.

**2. DUTIES.** The Administrator shall perform the duties of Superintendent of Schools as prescribed by the Board of Education pursuant to the Michigan School Code and as may be established, modified and/or amended from time to time by the Board.

A. The Administrator acknowledges the ultimate authority of the Board with respect to her duties and agrees to faithfully perform those duties and responsibilities assigned by the Board and to comply with the directives of the Board with respect thereto.

B. The Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned.

C. The Administrator agrees to comply with and fulfill all duties and responsibilities and tasks required by state and federal law and regulations and by the Board and to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement.

D. The Administrator pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

E. The Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board with the salary for said position to which the administrator might be transferred paid as established by the Board for that position.

**3. RESPONSIBILITIES.** The Board recognizes its responsibility for delegation to the Administrator relative to the execution of policies, plans, and programs and delegation of

commensurate authority for their execution will be automatically granted, unless expressly reserved to the Board at the time of their enactment.

- A. The Administrator shall have the authority to hire additional or replacement personnel, promote, lay off, discipline or terminate support personnel, and provide for training and development of employees in accordance with applicable law and or Board policy. The salary, wages, benefits and working conditions of all employees must have the concurrence of the Board.
- B. The Administrator shall be responsible for the economical and expeditious execution of the policies, plans, and programs of the Board.
- C. The Administrator shall be regarded as the educational leader and chief administrator of the School District and will be expected to formulate recommendations in the areas requiring policy development and appropriate action by the Board.
- D. The Administrator shall be expected to formulate and provide appropriate justification for all work plans and programs submitted to the Board for their adoption.
- E. The Administrator shall be expected to judiciously use all discretionary authority contained in approved policies, plans, and programs. Reports on the use of delegated authority concerning the status of all educational and athletic programs, student and academic discipline, parental and community support and involvement, equipment procurement and maintenance, facility maintenance, personnel administration and employee relations programs and other pertinent matters may be required at scheduled intervals and at other times as deemed necessary by the Board.
- F. The Administrator shall be responsible for establishing administrative directives required for effective operations and personnel administration. The number and scope of such internal directives will be at the Administrator's discretion. However, it is the Board's intention that one such internal administrative bulletin will enable individual employees, who are not covered by a collective bargaining agreement to seek redress and/or suitable explanation of management of supervisory actions. It is further intended that such right of appeal will go no higher than the Board of Education, but through channels and/or defined organization levels.
- G. At her discretion, the Administrator may use the assistance of Board-approved outside consultants or specialists in an advisory capacity to find suitable solutions to problems confronting the Board.

**4. CERTIFICATION/CREDENTIALS.** The Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualification required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned.

A. The Administrator agrees, as a condition of her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education.

B. If, at any time, the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

**5. EVALUATION.** Annually, but no later than June 1 of each year during the term of this Contract, the Board shall evaluate the performance of the Administrator and subsequently shall review with the Administrator the evaluation of her performance, unless otherwise mutually agreed. At the start of the year, before her performance evaluation, the Administrator shall have full knowledge of the written evaluation instrument and shall be provided the opportunity to discuss the evaluation instrument with the Board prior to its use. Said evaluation shall occur in an open or closed session with the Board at the discretion of the Administrator. This evaluation process shall comply with Section 1249 of the Revised School Code, using multiple rating categories that take into account student growth data as a significant factor.

**6. TENURE EXCLUSION.** The Administrator agrees that this Contract does not confer tenure upon the Administrator in the above designated position or in any other position in the District. In the event the Administrator voluntarily resigns from employment with the District, she shall give the Board at least ninety (90) days advance written notice prior to her last day worked unless mutually agreed upon by the Board.

**7. COMPENSATION.** In consideration of her performance of duties and responsibilities of the position assigned and in conformance with the requirements and expectation of the Board as set forth in the Contract, the Board agrees to pay the Administrator for her services an annual rate of One Hundred and Twenty Thousand Dollars (\$120,000.00) in twenty-six (26) bi-weekly installments beginning with the commencement of the fiscal/contract year (July1-June30) and, in accordance with the School District's standard pay schedule.

A. The Board retains the right to adjust the Administrator's annual salary during the term of this contract. Consistent with Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments will be significant factors in determining any future adjustments to the Administrator's compensation.

1. Any adjustment in salary shall not reduce the annual salary below the figures specified in this section except as otherwise provided in this Contract unless transferred to a lower paying position.
2. Any adjustment in salary which is made during the duration of this Contract shall be in the form of a written amendment and shall become part of this Contract when executed by the Board and the Administrator, but it shall not be considered that the Board has

entered into a new contract with the Administrator or that the Contract termination date has been extended. However, this provision shall not preclude the Administrator and the Board from mutually agreeing to an extension of the existing contract.

3. Using the base salary of One Hundred and Twenty Thousand Dollars (\$120,000.00) for the first contract year, the Administrator will receive a salary increase for each fiscal/contract year at least equal to the percentage increase given to the professional staff for each year and in no case less than One Thousand Three Hundred Eighty-nine Dollars (\$1389.00) prior to the completion of either a PHD in Educational Leadership or The Courageous Journey, after which, the raise shall be a minimum of One Thousand Nine Hundred and Thirty-four Dollars (\$1934.00).

**B.** Upon separation of the Administrator during any fiscal/contract year, her salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were rendered during the fiscal/contract year.

1. Any amounts due the Administrator upon separation shall be remitted by the Board to the Administrator within thirty (30) calendar days.

2. Any salary amounts received by the Administrator in excess of days actually worked during the fiscal/contract year shall be deducted from the Administrator's remaining wages.

3. The Administrator, by executing this Contract of Employment, hereby gives her written consent for such deduction. Any wage overpayments not recoverable by the Board through wage deduction shall be remitted to the Board within thirty (30) calendar days of separation from employment.

**8. INSURANCE.** All insurance benefits are subject in all respects to the rules, regulations, and contractual provisions, including eligibility, of the various benefit plans provided by the School District, including the selection by the Board of appropriate providers.

**A.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policy holder and/or third party administrator, the Board shall make premium payments on behalf of the Administrator and her eligible dependents for the following insurance programs:

1. Full Family Three Rivers Community Schools Health Care Fund with the statutory employer cap as present for all Three Rivers school administrators.
2. Full Family SET Ultra Dent
3. Full Family SET Ultra Vision
4. Long-term Disability Insurance satisfying the specifications of a 90-day waiting period and 60% of base salary
5. Term Life Insurance at \$100,000.

6. Errors and Omissions Insurance coverage. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority. Policy limits for this coverage shall be not less than One Million Dollars (\$1,000,000) and the terms of this insurance shall be controlling regarding the defense and indemnity of the Administrator with the sole obligation undertaken by the Board limited to the payment of premium amounts for the above errors and omissions coverage. In no case shall individual Board members be considered personally liable for indemnifying the Administrator's claims, demands, suits, actions and legal proceedings.

**B.** 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 mutually agreed upon, is maintained during the term of this Agreement.

**C.** The Board shall not be required to remit premiums for any insurance coverages for the Administrator and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator.

**D.** The terms of the agreed upon contract or policy issued by the agreed upon insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

**E.** The Administrator is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage.

**F.** 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.

**G.** The Administrator may be required to have a comprehensive medical examination at the Board's request, and to provide the Board with documentation certifying that the Administrator is physically and mentally fit to perform her job duties and responsibilities.

1. This documentation will be placed in the Administrator's personnel file and be considered treated as confidential information.

2. Expenses for this examination not covered by insurance shall be reimbursed by the District.

3. Upon request of the Board, the Administrator shall authorize the release of medical information necessary to determine if the Administrator is capable of performing the essential job function required by her assignment, with or without job accommodation.

4. Any physical or mental examination or disclosure of such information required of the Administrator by the Board shall be job related and consistent with business necessity.

5. Any medical or psychological examination under this section not covered by insurance shall be at Board expense.

6. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

7. The Administrator shall also submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policy holder, or third party administrator providing insurance programs specified under this contract.

## **9. LEAVE.**

**A. Sick Leave.** If the Administrator is absent from duty because of personal illness she shall be allowed full pay for a total of twelve (12) days for each year of employment pursuant to this Contract, with a maximum accumulation of up to one hundred (100) days.

1. After five (5) years of employment in the School District, if the Administrator leaves employment of the School District (except for discharge for cause) she shall be reimbursed for all unused sick leave days as set forth herein.

2. The maximum payment shall be Two Thousand Five Hundred Dollars (\$2500) or Twenty-five Dollars (\$25) a day.

**B. Disability Leave.** In the event of the Administrator's mental and/or physical incapacity to perform the duties of her office, she shall be granted, for purpose of recovery, an initial paid leave of sixty (60) work days which are non-cumulative and shall be reduced each contract/fiscal year by the number of sick leave days available to the Administrator under section 9.A of the Contract.

1. The Administrator shall first exhaust any accumulated sick leave.

2. Upon utilizing leave under this provision, the Administrator shall furnish medical certification to the Board regarding the necessity for the leave.

3. Medical certification shall be supplied by the Administrator as a condition of any leave extension.

4. If the Board has any reason to doubt the validity of the medical certification supplied by the Administrator, it may require a second opinion, at Board expense.

**C. Return to Work.** Prior to resumption of duty after leave of absence for a serious health condition, the Administrator shall provide to the board a fitness for duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

**D. Personal Days.** The Administrator shall be granted five (5) days each fiscal/contract year to conduct personal business. Personal days shall be non-cumulative.

**10. VACATION.** The Administrator shall be granted vacation time of twenty (20) working days per fiscal/contract year, excluding weekends and School District holidays, during which time her compensation shall be paid in full.

**A.** The President of the Board shall always be informed by the Administrator in advance of any time the Administrator is scheduled to be on vacation or will be absent from a board meeting.

**B.** Vacation shall not be taken while school is in session without prior approval of the Board President.

**C.** Any vacation days earned during each fiscal/contract year must be used during that year. Unused vacation days shall be deemed to be lost in the event there are any unused vacation days remaining in the fiscal/contract year or this Contract expires.

**D.** If the Administrator is discharged, any unused vacation days earned during that fiscal/contract year, up to the point of termination, shall be paid at the applicable per diem rate.

**E.** The Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board.

**F.** In the event that vacation days are lost solely due to action taken by the Board requiring a task completion and requiring the forfeit of vacation days to accomplish said task, said lost vacation days shall be compensated for on a per diem basis if prior approval is granted by the Board

**11. HOLIDAYS.** The Administrator shall receive the following holidays: New Years Eve, New Years Day, Good Friday if school is not in session, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and the day after, Christmas Eve, and Christmas Day.

**12. OTHER BENEFITS.**

**A. Expenses.** The Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with the per diem expense and reimbursement policy procedures established by the Board. The Administrator shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board.

**B. Professional Dues.** The District shall pay the Administrator's professional dues for membership in appropriate professional organizations as expressly approved by the Board, including but not limited to The National Association of School Administrators and its state and local affiliates as well as the Three Rivers Rotary.

**C. Civil Obligations.** The Administrator shall be allowed time off for jury service or for court appearance which cannot reasonably be scheduled outside the school day when subpoenaed as a witness in connection with any criminal proceedings or any litigation.

1. If the Administrator is subpoenaed as a witness in connection with any civil proceedings not arising out of the performance of the Administrator's professional duties for the District, the Administrator shall be entitled to use personal/sick days to the extent available.
2. In all other cases described above, the Superintendent shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid.

**13. PROFESSIONAL DEVELOPMENT.** Subject to prior approval by the Board and consistent with budgetary allocations, the Administrator may attend appropriate professional meetings at the local, state, and/or national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for herself not prepaid by the Board. An itemized expense statement with receipts shall be prepared by the Administrator and filed with the business office prior to reimbursement. The Administrator shall be reimbursed for reasonable itemized expenses of such attendance as determined by the Board.

**14. OUTSIDE CONSULTING ACTIVITIES.** Although the Administrator agrees that she will devote her time, attention and energy to the District, she may serve as a consultant to other school districts, educational agencies, or associations, lecture, engage in writing or speaking activities to the extent that such action neither constitutes a conflict of interest nor impeded the Administrator's responsibilities to the District.

- A. The Administrator shall apprise the Board of such activities.
- B. The Administrator shall use vacation leave to perform such activities and she shall retain any honorarium paid.
- C. The District shall not be responsible for any expenses attendant to the Administrator's performance of such outside activities.
- D. In the event that the Board, in its sole discretion, determines that any such activity interferes with the Administrator's satisfactory performance or the time necessary for the Administrator's satisfactory performance of duties, the Board may require that the Administrator cease some or all of such outside activities.

**15. SPECIAL PROVISIONS.**

**A. Contract Termination.**

1. In the event of disability, the Board may terminate this Contract at any time during the term hereof, or any extension, in the event of the Administrator's inability to perform substantially all of the duties hereunder with reasonable accommodation in



accordance with applicable law for a period of ninety (90) consecutive days or more due to mental or physical disability.

2. The Board may terminate this Contract at any time during the term hereof, or any extension, for misconduct, material misrepresentation, insubordination, material breach of this agreement, failure to follow the directions of the Board, fraud, dishonesty, incompetency, inefficiency, or any act of moral turpitude, for commission of a felony, or commission of a misdemeanor or civil infraction which, in the sole opinion of the Board, reflects negatively on the District.

3. The Board may terminate this Contract for the misuse of the position of Administrator for personal gain or benefit, falsification of records, performing duties while under the influence of intoxicants or controlled narcotic substances not legally prescribed, or for any act which, in the sole opinion of the Board, is unbecoming of an Administrator or reflects negatively on the District or reasons that are not arbitrary or capricious.

4. The Administrator shall be entitled to an opportunity for a hearing before the Board in the event of a termination as allowed by law. The Administrator shall be permitted to attend this hearing with a legal representative of her own choosing and at her personal expense.

5. 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.

**B. Non-Renewal.** The Board specifically reserves the right to not renew or extend this contract regardless of cause or reason. Unless the Board gives written notice of non-renewal of this contract to the Administrator at least ninety (90) days before the then-existing Contract termination date, this Contract will, without further action, be automatically renewed for an additional one (1) year period as provided in the Revised School Code. The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teacher's Tenure Act.

**C. Amendment.** This Contract contains the entire agreement and understanding between the Board and the Administrator with respect to the employment of the Administrator and no representation, promises, contracts or understandings, written or oral not contained herein, shall be of any force or effect.

1. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are terminated and shall hereafter be of no force or effect whatsoever.

2. No change, modification or extension of this Contract shall be valid or binding unless it is in writing and signed by the Administrator and the Board.

3. 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.

**D. Severability.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan. 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 provisions.

**16. EXECUTION.** This Contract is executed on behalf of the Three Rivers Community Schools pursuant to the authority granted as contained in the resolution of the School Board adopted on \_\_\_\_\_, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written ON BEHALF OF

**THE THREE RIVERS COMMUNITY SCHOOLS BOARD OF EDUCATION**

By:  Date: 6/9/2014  
Susan Schmidtendorff, President

By:  Date: 6/9/2014  
Mike Bosma, Vice President

By:  Date: 6-9/2014  
Pete Bennett, Secretary

By:  Date: 6-9-14  
Waneta Truckey, Treasurer

**ADMINISTRATOR:**

By:  Date: 6-9-14  
Jean E, Logan

# Superintendent's Evaluation

March 2015

In March, 2015 the Three Rivers Board of Education completed the 2014-2015 school year evaluation of Jean E. Logan, Superintendent. We are proud to announce that Mrs. Logan received a combined overall rating of Effective, as well as many accolades from individual members for specific areas where she has excelled.

It is the opinion of the Board of Education that in Mrs. Logan's first year as superintendent, she has proven herself to be a very strong administrator, educator and leader who works tirelessly to keep Three Rivers Community Schools as a district of excellence.

As evidence of our support for, and appreciation of, her leadership as our Superintendent, it is with great pleasure the Board of Education of the Three Rivers Community Schools extends the employment agreement with Mrs. Logan to June 30, 2017.

The Board of Education looks forward with excitement to building on the relationship and the progress already achieved in Mrs. Logan's first nine months. In that regard, the following expectations for the 2015-2016 school year are goals the Board of Education has assigned to Mrs. Logan, in addition to her normal responsibilities, including an aggressive Action Agenda and implementation of the projects associated with a sinking fund should the millage pass in May. The expectations are as follows:

1. Balance the budget while protecting the educational process
2. Improve student achievement
3. Select one project/idea to move the district forward


## Superintendent's Contract Addendum

In November 2015 we completed our evaluation of Mrs. Logan where she received a combined overall rating of Effective. A summary report was presented at our board meeting on December 7, 2015 and is attached to the official minutes. By law the board must make a decision relative to an extension of a Superintendents contract prior to April 1. Last year we completed this step in March. Based on Mrs. Logan's overall rating of Effective, her steps toward district improvement, her continued progress on completion of Action Agenda items and board approved goals, I move we extend our contract with Mrs. Logan for one year establishing a new ending date of June 30, 2018.

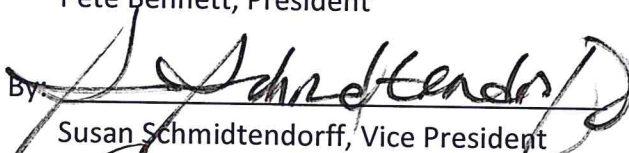
This Contract is executed on behalf of the School District pursuant to the authority contained in the resolution of the Board adopted on March 21, 2016, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Addendum to the original Contract to be executed the day and year first above written ON BEHALF OF

### THE THREE RIVERS COMMUNITY SCHOOLS BOARD OF EDUCATION

By:   
Pete Bennett, President

Date: 3-21-16

By:   
Susan Schmidtendorff, Vice President

Date: 3/21/2016

By:   
Erin Nowak, Secretary

Date: 3/21/16

By:   
Carl A. Barth, Treasurer

Date: 3/21/16