

CONTRACT OF EMPLOYMENT

Superintendent of Schools

It is hereby mutually agreed by and between the Owosso Schools Board of Education (hereinafter "Board") and Andrea Tuttle (hereinafter "Superintendent") that, pursuant to section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Andrea Tuttle as its Superintendent of Schools from July 1, 2011 through June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. Superintendent represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.

3. The Superintendent agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the school district and he/she will inform the Board as to administrative action taken on its behalf.

4. The Superintendent shall recommend, affect, or cause to be affected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all duties and obligations incumbent upon him/her as the executive head of the school system and school district. Further, the Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his/her responsibility. The Board recognizes that the Superintendent is expected to shoulder his/her share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his/her duties as Superintendent.

5. Superintendent shall be paid an annual salary of not less than One Hundred Twenty-Six Thousand Five Hundred Fifty Dollars (\$126,500) in consideration for his/her performance of the duties and responsibilities of the position of Superintendent of schools in conformance with the requirements and expectations of the Board as set forth herein. For the 2011-2012 school year, the salary for the Superintendent shall be reduced 3.75% which is reflective of a 1.83% salary reduction plus five (5) no work/no pay per diem days, equivalent to 1.92%. It is also recognized the Superintendent took a pay freeze for the 2010-2011 school year equivalent to 1.6%. The reduced salary amount for the 2011-2012 school year shall be \$ 121,752. The

annual salary shall be paid in twenty-six (26) bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

6. Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Vacation days from the prior school year must be used by June 30, unless approved in writing by the Board or his/her designee. In no case will more than fifteen (15) vacation days be carried over to the next year. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district. In addition to vacation days the Superintendent shall be granted five (5) days of flextime per fiscal year to be either used or compensated per diem by June 30. Flextime shall be defined as vacations days. The flextime will not disrupt the normal operation of the school day.

7. Superintendent will notify the Board President if he/she will be out of the district for any vacation, flextime, sick or personal days or on district related business.

8. Superintendent's performance shall be evaluated by the Board, using criteria and an evaluation process mutually agreed upon by the Board and the Superintendent, and presented to the Superintendent in writing no later than March 1 in any given school year. As such evaluations are to be based in part on goals and objectives, the Board and Superintendent shall meet quarterly to dialogue about the goals and objectives as part of the evaluation process. Goals and objectives for the upcoming school year will be determined and presented in writing by March 1 prior to the year of evaluation.

9. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform these position responsibilities for a period of one hundred twenty (120) consecutive days due to mental or physical disability.

10. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause including but not limited to moral turpitude, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he/she may have legal counsel at his/her own expense.

11. 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. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.

12. Superintendent agrees that he/she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools by virtue of this contract or any employment assignment of this school district.

13. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party Superintendents providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his/her assignment. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

14. The Board shall provide the Superintendent and his eligible dependents the following insurances or as determined by the Board;

- 1 Hospitalization Insurance. The Board agrees to furnish the Superintendent a health insurance program for a full twelve (12) month period for the Superintendent and his/her dependents. The current coverage plan is MESSA Choices II \$10 OV/\$25 UC/\$50 ER, \$200/\$400 deductible, \$10/\$20 Prescription Rider. The Superintendent's contribution will be twenty percent (20%) of the health insurance premium for the level of coverage provided to the Superintendent for payroll deduction through a section 125 premium contribution plan. The Superintendent's contribution for health insurance will be consistent with the Administrator's Contract for the duration of this agreement.
 - a The hospitalization insurance will be provided for the full fiscal year for which the Superintendent is under contract.
 - b Payment of hospitalization premiums by the Board of Education will cease the last day of the month in which termination of employment occurs, if such termination is before the end of the school year. If such termination is after the end of the school year, coverage will continue through the end of the fiscal year.
- 2 Dental Insurance. The Board agrees to furnish the Superintendent a dental insurance program for the Superintendent, his/her immediate family, and eligible dependents. Current coverage is provided through Delta Dental (75/50/75) with a maximum of \$2,000 adult ortho, Class I and II at \$2,000.
- 3 Vision Insurance. The Board agrees to furnish the Superintendent a vision insurance program for the Superintendent, his/her immediate family, and eligible dependents. Current coverage plan is VSP-3.

- 4 Life Insurance. The Board shall provide the Superintendent with term life insurance equal to three (3) times his/her annual salary, including accidental death and dismemberment coverage of the same coverage amount. The Board shall provide dependent life insurance with term insurance of \$5,000 on the spouse of the Superintendent and \$2,500 on each dependent child.
- 5 Short-Term Disability. The Superintendent is eligible to receive Short-Term Disability benefits after the elimination period of the later of 30 calendar days or the date your accumulated sick leave payments end, up to a maximum of 60 days for disability due to an injury or sickness. Once the elimination period has been met, the Superintendent will be placed on short term disability upon approval of their short term disability application by the carrier. Sick time off days, if any, must be used to cover the elimination period.
- 6 Long-Term Disability. Sixty percent of salary; waiting period 90 calendar days – modified fill; pre-existing condition waiver; freeze on offsets; alcoholism/drug same as any other illness; mental nervous same as any other illness; cost of living benefit; \$5,000 maximum. Accumulated paid leave days may be used prior to enacting LTD benefits.

15. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrators for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent 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 required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

16. The Superintendent is entitled to the following holidays for which no services to the School District are required:

- Labor Day Recess
- Thanksgiving Recess
- The day preceding Christmas Day and Christmas Day
- The day preceding New Years Day and New Years Day
- Presidents Recess
- Good Friday
- Memorial Day
- 4th of July

Whenever any of the above holidays fall on a Saturday the holiday shall be granted the preceding Friday. If any of the above holidays fall on a Sunday, the holiday shall be granted the following Monday. Whenever any of the above holidays are changed to be observed on Monday and primary Federal, State and local offices are closed the Monday will be considered the holiday.

17. The Superintendent will receive twelve (12) days per year with unlimited accumulation for illness, death in the family and medical/dental/attorney reasons that are reasonably necessary for the situation. Superintendent will not be paid for any unused sick days either at the end of the fiscal year or when their employment contract is terminated. The Superintendent will receive five (5) personal business days. The Superintendent may use these days to observe religious holidays or to complete personal business that cannot be transacted outside of school hours. Any additional days required for religious observations or personal business time off should be taken as vacation, with the exception of additional time off for valid personal reasons that has been approved by the Board.

18. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and pre-approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

19. The Board shall pay the dues of the Superintendent for membership in the MASA Region VI. Superintendent shall be eligible to attend meetings, conferences and workshops as deemed necessary by the Superintendent to affectively perform his/her job.

20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in performing his/her duties acting within the scope of his/her authority. The policy limits for this coverage shall be not less than One Million Dollars (\$1,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board 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 Board to be too costly, the Superintendent and the Board will immediately meet to renegotiate this provision. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings.

21. The Superintendent who receives a successful and effective performance evaluation will receive a one-time stipend upon acquiring an advanced degree that relates to their job performance and to the needs of the District: Doctorate Degree \$1,000.

22. The Board shall establish a tuition pool to allow the Superintendent to utilize up to \$2,000 over a five year period towards college course work or CEUS that qualify for certification requirements as defined by the State of Michigan.

23. The Superintendent shall make reasonable attempts to establish and maintain his/her family residence within the District of Owosso Public Schools for the duration of the agreement pursuant to economic conditions. This provision will be reviewed annually.

24. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the

employment of the Superintendent 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 employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or affect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent 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.

25. 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; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

26. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

7/25/11
Date

Andrea Tuttle
Dr. Andrea Tuttle, Superintendent

7/25/11
Date

OWOSSO SCHOOL DISTRICT
BOARD OF EDUCATION
Timothy Jene
Timothy Jene, President

7/25/11
Date

Rick Mowen
Rick Mowen, Vice-President

7/25/11
Date

Cheryl Paez
Cheryl Paez, Treasurer