

DECATUR PUBLIC SCHOOLS
Decatur, Michigan

ADMINISTRATIVE CONTRACT

This contract of employment is entered by and between the BOARD OF EDUCATION OF DECATUR PUBLIC SCHOOLS, Van Buren County, State of Michigan (hereinafter referred to as the "BOARD"), and Elizabeth Godwin (hereinafter referred to as the "ADMINISTRATOR").

1. The Board agrees to employ the Administrator in an administrative capacity as Superintendent of Schools for the term of July 1, 2011 to June 30, 2014. The Administrator shall work 52 weeks per contract year in accordance with the work schedule, which will be updated annually by the Superintendent of Schools. The Administrator agrees to serve the School District in that position, or in any position to which she may be assigned, and to faithfully perform the duties of her position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan. The Board shall, not later than April 30 of each year during the term of this Contract, consider the extension of this Contract for an additional one-year period.
2. The Board shall evaluate the Superintendent annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. Evaluation will be an ongoing process based on the Superintendent's performance throughout the length of Contract.
3. The Administrator represents that she holds all certificates and other qualifications required by law and by the District for her administrative assignment, and understands that it is her responsibility to maintain all such required certificates during the life of this Contract or it shall become null and void and all obligations hereunder shall cease. The Administrator agrees to file in the office of the Superintendent of Schools such certificates and official transcript of academic credit prior to the commencement of her service under this Contract.
4. The Board agrees to pay the Administrator the annual salary of one hundred one thousand two hundred twenty dollars (\$101,220), for the performance of her duties under this Contract. Said salary shall be payable in 26 installments on a bi-weekly basis, commencing on July 1, 2011. The Board shall be authorized to make such payroll deductions as shall be required by law or authorized in writing by the Administrator in accord with Board Policy. The Board agrees to re-evaluate the salary rate each year this Contract is in force with the salary adjustment not reduced below the annual salary figure stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the School District. This re-evaluation of the Administrator's salary rate shall ordinarily take place. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall

become a part of this Contract, but it shall not be considered that the Board has entered into a new contract with the Administrator nor that the termination date of the existing contract has been extended.

5. The Administrator agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher (if the probationary period for tenure as a teacher is fulfilled) by virtue of this Contract or any employment assignment within the District. Nor shall the failure of the District to continue to re-employ such employee in any capacity, other than as a classroom teacher, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
6. The District shall be entitled to terminate the Administrator's employment in the event of the Administrator's inability to perform her duties for a period of ninety (90) days after use of accrued sick leave due to mental or physical disability. The District shall also be entitled to terminate the Administrator's employment at any time for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or if the Administrator materially breaches the terms and conditions of this Agreement. In the event of termination of employment, this Contract shall terminate and the Board shall have no obligation for further compensation. Non-renewal at the conclusion of this Contract shall be governed by applicable provisions of the School Code of 1976 or successor provision.
7. The Board of Education may require that the Administrator have a comprehensive medical examination as may be deemed necessary by the Board. If such examination is required, a physician's statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Administrator to perform her duties. This statement shall be treated as confidential information by the Board, the cost of said medical and/or psychological reports to be borne by the School District.
8. The following fringe benefits will be provided as detailed:
 - a. Beginning October 1, 2011, 90% of full family comparable coverage of Health Insurance, including dental and vision insurance as part of the insurance package. (Administrator has an annual option to use health insurance funds for an annuity or cash in lieu.) Insurance change to \$200/\$400 In-Network Deductible, \$400/\$800 Out of Network Deductible and Rx \$10/\$20 plan.
 - b. The Administrator shall receive \$3,000.00 per year for travel within the district and area. Mileage traveled by the Administrator outside the area shall be reimbursed as to current rate paid by the Board. Area is defined as a 20-mile radius of Decatur.

- c. The Administrator shall receive \$2,560.00 for additional expenses incurred, such as dues, fees, memberships, etc. for evenings and community involvement.
- d. The Administrator shall be granted twelve (12) sick days per year, which are accumulative not to exceed one hundred forty (140) days. A 40-day sick bank will be initially established on September 1, 2001. The Administrator shall not have the right to accumulate additional sick leave days until the unused portions of the annual allocated amounts of sick leave equal or exceed 40 days.
- e. The Administrator is granted three (3) personal leave days to be used for conducting business that cannot be completed after working hours.
- f. The Administrator shall be provided the opportunity of attending local conferences and two state conferences and one national conference per year, with expenses paid by the Board.
- g. The Board agrees to pay membership charges to one state and national professional association of the Administrator's choice.
- h. The Board will pay tuition costs for six (6) graduate hours taken at a university or college of the Superintendent's choice within the confines of the State of Michigan.
- i. Administrators on the seniority list may choose to go back into the classroom based on their seniority and certification.
- j. The Board agrees to provide the Administrator with long-term disability insurance coverage for the duration of this Contract.
- k. The Board agrees to provide the Administrator with term AD and D life insurance in the amount of \$50,000, LTD – 66 2/3%, \$5,000 maximum, 90 calendar days straight wait, freeze on offsets, alcoholism/drug addiction and mental/nervous same as any other illness for the duration of this Contract.
- l. The Superintendent shall be given an annual annuity of 4% of her annual salary, to be included in bi-weekly pay periods.
- m. The Board agrees to provide credit to the Superintendent with twenty (20) days of paid vacation on July 1 of each contract year provided that the superintendent has rendered full-time service as an Administrator in the school district during the preceding twelve months as is specified in paragraph (1) of this Administrative Contract. The Administrator may accumulate not more than forty (40) vacation days.

- n. The Superintendent shall be excused from working at school for the week between Christmas and the New Year, and for Spring Break. All Administrative duties will be taken care of by the Superintendent during these times.
9. The Board of Education agrees, as a further condition of this employment Contract, 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 her individual capacity, or in her official capacity as agent and employee of the Board of Education, provided the incident arose while the Administrator was acting within the scope of her employment.
10. This agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussions, representations, amendments, or understandings of every kind and nature between them.
11. Any amendment, alteration, supplement, addendum, modification, or waiver shall be invalid unless it is set forth in writing, signed by the party intending to be bound thereby.
12. 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 the Agreement to any party.


IN WITNESS WHEREOF, the parties, hereto have affixed their hands and seals this 15th day of August, 2011.



Administrator



President, Board of Education



Secretary, Board of Education