

**BLOOMINGDALE PUBLIC SCHOOL DISTRICT #16
SUPERINTENDENT'S CONTRACT**

THIS CONTRACT, entered into this 27th day of June, 2012, between the Board of Education, hereinafter called the "Board" and Deborah Paquette hereinafter called "Superintendent." WITNESSETH:

1. DUTIES

The Interim Superintendent agrees, during the period of this contract, to faithfully perform his/her duties and obligations in such capacity 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. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all the duties and obligations incumbent upon him/her as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Deborah Paquette as Superintendent of its schools from July 1, 2012 through June 30, 2013.

The Board shall review this contract with the Superintendent, and shall, on or before June 30, 2013, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

3. EVALUATION

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

4. LIABILITY INSURANCE

The Board shall provide public liability insurance for the Superintendent to cover all legal expenses in defense of claims and payment of judgment resulting from his functioning as the Interim Superintendent.

5. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state 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/her duties as Superintendent.

The District shall reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic university courses including tuition, textbooks and other necessary costs (up to 6 semester hours in any 2 year period). These classes will be evening or weekend classes on the Superintendent's own time.

6. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

7. COMPENSATION

The Board agrees to pay the Superintendent for his/her services during said contract in equal installments unless otherwise agreed to by the parties. Compensation for 260 days from July 1, 2012 through June 30, 2013:

\$ 96,460.00

The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this section.

The Superintendent shall annually receive a Tax-sheltered annuity in the amount of \$15,000 for 2012-2013.

8. FRINGE BENEFITS

- A. Each employee shall pay twenty percent (20%) per month towards the cost of insurance premiums. The Board will pay the remainder of each monthly amount. The employer shall provide a Premium Contribution Plan, which permits a member's contributions toward premiums to be paid with pretax dollars. The employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Bargaining unit members electing to use the Premium Contribution Plan shall do so through a Salary Reduction Agreement and payroll deduction.
- B. Dental Insurance. (Delta: 80/80 - M.E.S.S.A. – PAK B)
- C. Vision Insurance. (VSP3 - M.E.S.S.A. – PAK B)

- D. Long Term disability insurance as per the negotiated plan (66 2/3% - M.E.S.S.A. – PAK B).
- E. Life insurance (M.E.S.S.A. \$20,000)
- F. A term life insurance policy equal to the administrator's salary with A.D. & D. Rider.
- G. The Superintendent shall be granted 15 sick days per year, accumulative to an amount not to exceed ninety (90) days. The Superintendent will be considered to have 30 days of accumulated sick leave upon approval of this agreement.
- H. 25 vacation days per year to be used every year at a time mutually agreeable with the Board. These shall be in addition to the ten (10) holidays recognized by the District.
- I. Holidays: One Full Day New Year's Eve
New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Full Day following Thanksgiving Day
One Full Day Christmas Eve
Christmas Day
- J. 2 personal days per year.
- K. 3 days of bereavement leave not to be deducted from sick leave.
- L. It is understood that unused vacation time does not accumulate nor will there be any additional compensation paid at the end of the superintendent's employment for unused vacation days or sick leave time that has accumulated.

9. TRANSPORTATION

The Board shall provide the Superintendent with a monthly automobile allowance of \$334.00.

10. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, 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. DISPUTE RESOLUTION

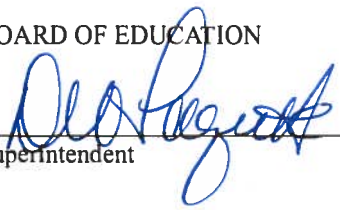

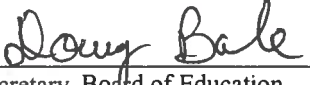
In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such respective representation.

12. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

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

BOARD OF EDUCATION

 _____ Superintendent	<u>7/25/12</u> Date	 _____ President, Board of Education	<u>7-23-12</u> Date
		 _____ Secretary, Board of Education	<u>7-23-12</u> Date