

EMPLOYMENT CONTRACT SUPERINTENDENT OF SCHOOLS

Dr. Robin Buchler

This contract establishes the employment agreement between the Board of Education of Mattawan Consolidated School (the Board) and Dr. Robin Buchler (the Superintendent). The terms of the contract are provided below:

1. Term. The Superintendent is employed for a three (3) year period from July 1, 2015 through June 30, 2018, subject to extension, non-renewal and termination as provided in this contract.
2. Certification. The Superintendent shall furnish, and maintain for the duration of this contract current certification as may be required by law and by administrative rules of the Michigan Department of Education, now and/or in the future, for the position of Superintendent of schools. Such certification(s) shall be maintained on file at the Central Administration offices. Failure to maintain and keep current all required certifications shall be sufficient cause for discharge under this agreement.
3. Duties. The Superintendent agrees to devote her full time and attention to the responsibilities of the position of Superintendent of schools. The Superintendent agrees that she will perform those duties in a competent and professional manner in compliance with the laws, rules, and regulations applicable to the school district, and in compliance with the instructions, policies, regulations and practices of the Board of Education. The Superintendent agrees that she will accept no outside employment without the prior written permission of the Board.
4. Tenure Exclusion. The Superintendent shall not acquire tenure in any administrative position, including Superintendent, or in any other non-classroom or non-teaching position to which she may be assigned.
5. Compensation for Services.

A. The salary shall be paid in equal installments with the District's regular pay periods of twenty-six (26) per year. The Superintendent's annualized salary for the contract year one (1) 2015-2016 shall be one hundred twenty-five thousand dollars (\$125,000). The salary for year two (2) 2016-2017 shall be one hundred twenty-seven thousand five hundred dollars (\$127,500). The salary for year three (3) shall be one hundred thirty thousand dollars (\$130,000). Salary adjustments for the 2017-2018 contract year if renewed will be determined by the Board, but in no event be less than the previous year's salary.

B. The Superintendent shall receive contributions to a board-paid annuity in the amount equal to (6.9%) of base salary annually for the contract. Payments will be contributed in equal installments with the 26 regularly scheduled pay periods.

6. Business Expenses. The Board will reimburse the Superintendent for reasonable and necessary business-related expenses. Verification of the expenses shall be in the manner determined by the Board, or its designee. Expenses larger than \$500, shall have prior approval from the Board of Education.
7. Transportation Allowance. The Superintendent shall be provided an automobile allowance of two thousand five hundred dollars (\$2,500) annually for the contract. This allowance will be paid in twenty-six (26) equal installments, with the regular paycheck. These payments will be treated as taxable income, but will not be considered compensation for retirement plan purposes. This allowance is intended to cover travel by the Superintendent within the general area of the school district. Mileage outside the region shall be reimbursed at the rate set within school policy.
8. Professional Dues. The Board will pay one hundred percent (100%) of the Superintendent's membership charges to professional, civic or educational organizations that may benefit the district, subject to pre-approval by the Board.
9. Professional Growth of the Superintendent. The Board encourages the continuing professional growth of the Superintendent through her participation in:
 - A. Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
 - B. Seminars and courses offered by public or private educational institutions; and
 - C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the superintendent to perform her professional responsibilities for the school district.

The Board shall permit a reasonable amount of time for the Superintendent to attend to such professional matters and pay for the necessary registration fees, travel and subsistence expenses, as pre-approved by the Board, and in accordance with requirements of the Michigan School Code.

10. Fringe Benefits. The Superintendent shall receive such compensated and non-compensated leaves of absence, holiday periods, insurance benefits, and other similar fringe benefits which are equal to those granted by the Board to other certified administrators for the District pursuant to either Board policy or any current bargaining agreement. Annually per the contract, those benefits are summarized as follows:
 - A. Vacation — up to 23 paid days per contract year; no accumulation.
 - B. Sick Leave — 12 days per contract year, may accumulate up to 140 days.

- C. Holidays 9 paid days per contract year on designated days (July 4th; Labor Day; Thanksgiving; the day after Thanksgiving; Christmas Eve; Christmas; New Year's Eve; New Year's Day; Memorial Day)
- D. Insurance — Group health, dental, vision, LTD and life insurance consistent with the District's group insurance plan for its administrators.
- E. Tuition Reimbursement \$125.00 per credit hour for approved course work related to the Superintendent's position, limited to 6 credits per year.
- F. Retirement — The Board recognizes that the Superintendent participates in the Member Investment Plan of the Michigan Public Schools Employees Retirement System. The Board shall pay annually to MPERS 0% of employee's financial obligation to MIP. This shall be considered an employer pickup contribution on behalf of the employee in lieu of contributions by the employee within the meaning of IRS Code Section 414(h)(2).
- G. Retirement option to sell sick days at \$100 per day. Sick days for this option will accumulate for each year of service. 1 year of service equals 10 sick days that will be paid out at retirement. Should she remain for 5 years in the district as superintendent then 50 days would be paid out at retirement.

The benefits listed above shall be subject to and administered in accordance with any Board policy establishing the benefit for administrators, and any plan document describing the benefit and eligibility for the benefit. The Board does not pay for unused sick, vacation or other leave days upon separation from employment that are not specified above. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

11. Evaluation. The Board will evaluate the Superintendent annually on or before April 1 of each year. The Superintendent shall notify the Board annually, no later than the last board meeting in February, of the need to conduct this evaluation.
12. Extension of Agreement. The Board agrees, by April 1 of each contract year, to determine whether to extend the Superintendent's contract for an additional contract year. The Superintendent shall place the issue of extension on the Board's agenda for the last Board meeting in March. The contract may be extended by the affirmative vote of a majority of the then current Board members at that time. The compensation for the additional year may be set at that time or determined later in accordance with paragraph 5.A above. The contract term will not be extended without the affirmative vote of a majority of the then current Board members. A satisfactory evaluation does not guarantee that the Board will extend the term of the contract.

13. Termination.

- A. Involuntary. The Board may, at any time, terminate this contract for just cause.
- B. Voluntary. The Superintendent and Board may terminate this contract at any time upon such terms as they find mutually agreeable. Such terms shall be reduced to writing and signed by both parties.
- C. Non-Renewal. Any non-renewal of this contract shall be in accordance with the requirements of the Michigan School Code as then in effect.

14. Residency. The Superintendent is encouraged to establish residence near or within the Mattawan Consolidated School district.

15. Liability Protection. The Board shall maintain a professional liability insurance policy for the Superintendent when acting within the scope of his authority.

16. Arbitration. Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for employment arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.


17. Complete Agreement. This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written that induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative(s) and by the Superintendent.

MATTAWAN CONSOLIDATED SCHOOL
BOARD OF EDUCATION

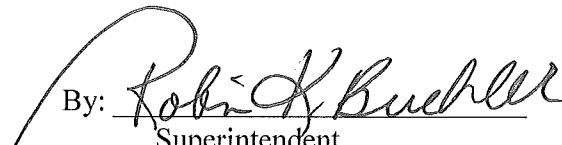
Dated: June 22, 2015

By: 
President, Board of Education

Dated: June 22, 2015

By: 
Secretary, Board of Education

Dated: June 22, 2015

By: 
Superintendent