

ADMINISTRATIVE

CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Education of the COLOMA COMMUNITY SCHOOLS (hereinafter "Board") and Terry Boguth (hereinafter "Superintendent") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, the Board in accordance with its action found in the minutes of its meeting held on the 11th day of June, 2012, has and does hereby employ Terry Boguth for a period commencing on July 1, 2012, and ending on June 30, 2015, according to the terms and conditions as described and set forth herein as follows:

I. DUTIES AND QUALIFICATIONS

A. The Superintendent agrees, during the period of this Contract, to faithfully perform her duties and obligations in the capacity of Superintendent for the School District including, but not limited to, those duties required by Section 1229 of the Revised School Code of 1996. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board as to administrative action taken on its behalf. Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as may be adopted, from time-to-time, and in general, she will faithfully and diligently fulfill all duties and obligations incumbent upon her as the executive head of the administrative section of the school system and the School District and agrees to abide by all policies and directives adopted and issued by the Board of Education.

Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.

B. Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law; including the regulations of the Department of Education and those currently required by the Board, to serve in the position assigned. Additionally, Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

II. TERM

A. This Contract shall have a term beginning on July 1, 2012 and expiring on June 30, 2015.

B. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, for other reasons as determined by the Board, or if Superintendent materially breaches the terms and conditions of this Agreement.

The foregoing standards for termination of this Contract during its term shall not be applicable to either extension of this Contract or to non-renewal of this Contract at the expiration of its term, which decisions are discretionary with the Board of Education.

In the event the Board undertakes to dismiss Superintendent during the term of this Contract, she shall be entitled to at least ten (10) days written notice of charges and an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, Superintendent may have legal counsel at her own expense. In the event of termination of employment during the term of this Contract, the Board shall have no further obligation hereunder.

III. EVALUATION

Superintendent's performance shall be evaluated by the Board annually, not later than July 1. The criteria for evaluation and the evaluation process shall be the subject of mutual agreement between the Board and Superintendent. If mutual agreement cannot be reached, the Board shall proceed with Superintendent's evaluation utilizing criteria that include: the District's attainment of the goals adopted by the Board; Superintendent's and District goals that have been established; the manner in which day-to-day operations of the District are handled; Board/ Superintendent relations; staff and community relations and the degree to which Superintendent fulfills the responsibilities set forth in her job description and otherwise deemed by the Board for the duties of that position. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

IV. TENURE

Superintendent shall not be granted continuing tenure in the capacity of Superintendent by virtue of this Contract, and such status is specifically denied.

V. PROFESSIONAL LIABILITY

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall not be less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event such insurance coverage cannot be purchased in the above amount and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCLA 691.1408.

VI. PROFESSIONAL GROWTH

A. The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District, in accordance with policies and guidelines established by the Board.

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

VII. MEDICAL EXAMINATIONS

A. Superintendent voluntarily agrees to have a comprehensive medical examination once every year. The cost of said physical examination and reports shall be paid by the District.

B. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if she is capable of performing the essential job functions required by her assignment, with or without job accommodation. Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

VIII. COMPENSATION

A. The Board agrees to pay the Superintendent at an annual (twelve month) base salary rate of One Hundred Twelve Thousand, Eight Hundred Forty-Seven Dollars (\$112,847) for the period commencing July 1, 2012. For subsequent years the annual base salary rate may be adjusted upward by agreement of both parties. In no case will the salary be lowered. The Superintendent's compensation shall be payable in regular installments in accordance with the standard policies and procedures of the District. Any adjustment in salary made during the term of this Contract will be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become part of this Contract.

B. The Superintendent shall annually receive a tax -deferred annuity in an amount equal to three percent (3%) of salary.

IX. LEAVES OF ABSENCE

A. Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30), as scheduled by the Board. Superintendent shall be granted vacation time of twenty (20) days per fiscal year. If the Superintendent leaves District employment mid year, the vacation days will be prorated based upon the days worked that year. Vacation time is accumulative to twenty (20) days (i.e., twenty days in addition to the twenty days allocated in the fiscal year). Superintendent shall not receive any additional compensation in lieu of use of vacation days. 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. The President of the Board (or other officer if the President is not available), shall be informed of her planned use of six (6) or more consecutive vacation days.

B. Superintendent is entitled to the following holidays for which no service to the School District is required:

- Fourth of July
- Friday before Labor Day (as long as required by State law to be a non-school day)
- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve Day & Christmas Day
- New Years Eve Day & New Years Day
- Martin Luther King, Jr., Birthday (if scheduled as a holiday on school calendar)
- President's Day (if scheduled as a holiday on school calendar)
- Good Friday
- Memorial Day

C. If Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid leave days hereunder shall be cumulative up to sixty (60) days for absence due to personal illness or disability of Superintendent. The Superintendent may use five (5) days of bereavement leave for funerals of the following members of her “immediate family”— spouse, child, parent, or other persons for whom the Superintendent is legally responsible. The Superintendent may use three (3) days for bereavement leave for all other members of her “immediate family”.

D. In the event of Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of up to sixty (60) days pursuant to the Family Medical Leave Act (or the Superintendent's accumulated sick leave, whichever amount is greater) for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the sixty (60) work day period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law or where paid accumulated sick leave is utilized. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from Superintendent's health care provider, shall include:

- (1) The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition and prognosis for recovery.
- (2) Diagnosis of the serious health condition.
- (3) A brief statement of the regimen of treatment.
- (4) An indication of whether inpatient hospitalization is required.
- (5) An indication of whether or not Superintendent is able to perform the essential functions of her position, with or without reasonable accommodation.

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

Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

E. Superintendent shall be entitled to two (2) personal business days per contract year (July,1 - June 30).

X. EXPENSES

A. The Board shall provide the Superintendent with an automobile expense allowance for local travel within the county of \$7,200 per year, to be paid at the rate of \$600 per month and subject to state and federal income tax. This is to cover local expenses while on school business, the Superintendent's lunches while on school business, and miscellaneous expenses while on school business.

B. Any expenses incurred from meetings with large groups (such as luncheons, group meetings, etc.) are not to be included in this monthly allowance, and itemized receipts will be submitted to the Coloma Community Schools business office and paid through the monthly bill paying process, in accordance with criteria and procedures adopted by the Board.

C. Any expenses and mileage outside of the area such as, but not limited to, Kalamazoo, Grand Rapids and Lansing, will be itemized and submitted as normal Board bills to be reimbursed on a monthly basis, in accordance with criteria and procedures adopted by the Board.

XI. INSURANCE

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 of 80% on behalf of Superintendent and her eligible dependents for the following insurance programs:

Health insurance: MESSA Choices II (with specifications comparable to plans provided other administrative employees of the Board)

Dental insurance: Included above

Vision insurance: Included above

Term life insurance: \$100,000 (with AD&D)

Long Term Disability Insurance: 90 day wait; 66 2/3% of salary to \$6,000 per month

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 is maintained during the term of this Agreement. Prior to initiating such changes, the Board shall give at least thirty (30) days written notice to the Superintendent. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, 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.

XII. RESIDENCY

Superintendent shall maintain her actual residence and legal domicile within twenty (20) miles of the Coloma Community Schools and shall remain a resident within this distance for the duration of this Contract.

XIII. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to discharge or dismissal of the Superintendent during the term of this Agreement, the parties hereby agree to submit such to binding arbitration. Such a request shall be filed within one hundred eighty (180) days of the discharge or dismissal.

Such arbitration shall be conducted under the Rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract claims and any statutory claims advanced by Superintendent, including (but not limited to) claims of unlawful discrimination. 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.

XIV. ENTIRE AGREEMENT AND AMENDMENT

This Contract of Employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent, and no representations, promises, contracts or understanding, 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 the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by 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.

XV. SEPARABILITY

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 provision.

This Agreement is executed on behalf of the Coloma Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on June 11, 2012, the same being incorporated herein by reference. ;

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: _____

SUPERINTENDENT
COLOMA COMMUNITY
SCHOOLS

Date: _____

PRESIDENT
BOARD OF EDUCATION

Date: _____

SECRETARY
BOARD OF EDUCATION