

CONTRACT OF EMPLOYMENT

Superintendent of Schools

Robert E. Colby

RECEIVED JUL 23 2012

It is hereby agreed by and between the Board of Education of the Lewis Cass Intermediate School District (hereinafter "Board") and Robert E. Colby (hereinafter "Superintendent") that pursuant to Section 623 (MCL 380.623) or Section 1229(1) of the Revised School Code of the State of Michigan, as may be applicable, the Board in accordance with its action found in the minutes of its meeting held on the 13th day of April, 2011, has and does hereby employ the said Robert E. Colby for the period commencing on July 1, 2011, and ending on June 30, 2016, 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 School Code of the State of Michigan and 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. Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He will act as an advisor to the Board on matters pertaining to school administration of the school district, and he will inform the Board as to administrative action taken in its behalf, which actions must be within the authority delegated to the Superintendent by the Board.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or 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 assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder. Extenuating circumstances will be considered by the Board to determine whether an exception to automatic termination should be made.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent may engage in other professional activities, such as consulting, lecturing and serving as an adjunct professor, provided that such activities do not interfere with Superintendent's performance of his duties and responsibilities as required by this Contract. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal laws and regulations and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Superintendent shall be paid an annual salary of One Hundred Fifty Seven Thousand Seven Hundred Sixty-Eight Dollars (\$157,768) for the school year beginning July 1, 2011 and ending June 30, 2012. For succeeding school years through June 30, 2016, the annual salary shall be increased by the percentage increase of the base salary schedule for certified staff plus 3.0%. The Board retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the salary below the figures specified in this paragraph. In the event this contract is extended beyond June 30, 2016, the basis of compensation will be evaluated. The annual salary shall be paid in bi-weekly installments during the applicable twelve-month period July 1 through June 30. Upon separation of the Superintendent during any fiscal/contract year, his annual salary shall be adjusted to reflect payment of the number of work weeks during which services were actually and physically rendered during the contract year. The Board shall not be obligated to make payment for any week during which Superintendent did not render services. Any amounts due the Superintendent upon separation shall be remitted by the Board to him as soon as such amounts can diligently be determined. Any salary amounts received by the Superintendent in excess of weeks actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his written consent for such deduction. Any wage overpayment not recoverable by the Board through wage deduction shall be remitted to the Board by the Superintendent within three (3) business days of separation from employment. If not paid in this manner, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

Board shall make annual contributions into a 403(b) annuity of Superintendent's choosing from Board approved vendors. The annual contribution will be Fifteen Thousand Dollars (\$15,000) per year.

5. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third party administrator, during the term of this contract Superintendent shall receive the health, dental, vision, LTD and life insurance benefits provided by Board to full-time professional administrative staff on the same basis as available to those staff members in accordance with Board policy and subject to the following limitations: First, this paragraph excludes any insurance benefits specifically set forth in this contract, and, second, such insurance benefits are subject to change at any time on the basis as changed for full-time professional administrative staff.
6. In addition to the compensation described in paragraph 4, Superintendent shall be entitled to the following benefits:
 - A. Twenty (20) vacation days each year at a time agreeable to both parties. The Superintendent shall be granted 14 days annual leave per year, three of which may be used for personal business. Annual leave days are accumulative up to 120 days.
 - B. The Board shall pay the Superintendent \$500 per month for travel involving Board business. Mileage outside the School District shall be paid at the IRS rate.
 - C. The Board shall reimburse the Superintendent for all other reasonable expenses incurred in the performance of his duties in accordance with Board approved reimbursement procedures and allowances.

- D. The Superintendent will be reimbursed for tuition costs not to exceed 6 graduate level credits at the Western Michigan University rate per year. Reimbursement will be made following successful completion of the course(s).
- E. Membership dues to local, regional, state and national professional organizations as approved by the Board.
- F. During the term of this contract the Superintendent shall be furnished a term life insurance policy in the amount of two times his base salary payable to the beneficiary of his choice.

Entitlement to any insurance benefit described above is conditioned upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator.

- 7. Superintendent's performance shall be evaluated by the Board annually on or before the first meeting in May. A copy of the written evaluation shall be given to the Superintendent. The Superintendent shall remind the Board of this responsibility in a timely manner.
- 8. The Board shall be entitled to terminate Superintendent's employment at any time during the term of this Contract for just cause or if Superintendent materially breaches the terms and conditions of this Agreement. The Superintendent is prohibited from engaging in conduct involving moral turpitude and the Board shall have the right to void this Contract if the Superintendent violates the prohibition against engaging in conduct involving moral turpitude. In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice and an opportunity for a hearing before the Board. In the event of termination of employment, during the term of this Agreement, the Board shall have no further obligations hereunder. The Board may decide not to renew the employment of Superintendent upon the expiration of this Contract at its discretion.
- 9. The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

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 specified under this Contract.

- 10. This contract does not confer tenure upon the Superintendent in the position of Superintendent of Schools or any other administrative position.
- 11. This Contract of Employment and any Board authorized addenda contain the entire agreement and understanding by and between the Board and Superintendent. This Contract of Employment supersedes and replaces any existing Contract of Employment between Board and Superintendent. No representations, promises, contracts or understandings, written or oral, not contained herein as stated above, 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 modifications of this contract shall be valid or binding 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.

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 provision.
13. This Agreement is executed on behalf of the Lewis Cass Intermediate School District pursuant to the authority granted as contained in the resolution of the Board of Education adopted April 13, 2011.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set opposite their names.

LEWIS CASS INTERMEDIATE
SCHOOL DISTRICT

Dated: April 13, 2011

By: Don Curtis

Its Board President

SUPERINTENDENT

Dated: April 13, 2011

Robert E. Colby
Robert E. Colby