

## CONTRACT OF EMPLOYMENT

### School Administrator

#### RESPONSIBILITIES

It is hereby agreed by and between the Board of Education of the Dickinson Iron Intermediate School District (hereinafter "Board") and Wendy Warmuth (hereinafter "Administrator") that pursuant to Sections 623(1)(b) and 1229(2) 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 June 27th, 2011, has and does hereby employ the said Administrator for a period of 239 days commencing on August 1, 2011 and ending on June 30, 2012, according to the terms and conditions as described and set forth herein as follows:

Administrator shall perform the duties of Superintendent as prescribed by the Board, pursuant to Revised School Code of the State of Michigan, as may be established, modified and/or amended from time to time by the Board and under the supervision and direction of the Superintendent of Schools. Administrator acknowledges the ultimate authority of the Board and Superintendent with respect to his/her responsibilities and directions related therein to Administrator is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the Intermediate School District at the discretion of the Board or its Superintendent of Schools.

Administrator represents that he/she 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 assigned. These requirements shall include, but shall not be limited to, those specified in Section 1246 of the Revised School Code and Rules of the State Board of Education issued hereunder. Additionally, Administrator agrees, as a condition of his/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 Administrator 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.

Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and Superintendent and to comply with the directives of the Board and Superintendent with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and Superintendent to carry out the education programs and policies of the Intermediate School District for which he/she is responsible during the entire term of this Agreement. Further, Administrator pledges to use his/her best efforts to maintain and improve the quality of the operation of the Intermediate School District and to constantly promote efficiency in all areas of his/her responsibility.

With advance approval and permission by the board, Administrator may engage in outside consulting of related activities which do not interfere with the reasonable performance of his/her duties for the Intermediate School District. Administrator may keep all compensation and benefits received as a result of these outside activities.

## **CONTRACT**

Administrators employed for 260 days per fiscal year (July 1 through June 30) as scheduled by the board, shall be granted vacation time of twenty (20) days per fiscal year. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. All scheduling of vacation is subject to the approval of the Superintendent.

The Board hereby retains the right to adjust the annual salary of Administrator during the term of this contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract of any employment assignment (requiring certification) with the Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teacher Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act.

## **COMPENSATION**

Administrator shall be paid at an annual salary rate of not less than \$96,703 in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent as set forth herein of which \$93,302 is to be paid as a base wage, \$0 is to be paid as an annuity, and \$3,401 will be paid as longevity wages.

## **BENEFITS**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator, less any agreed upon employee co-pay, and his/her eligible dependents for the following insurance programs:

Full Family Health/Vision/Dental Insurance

Term life insurance: \$20,000 policy, with AD & D

Long Term Disability insurance: 90 calendar day - straight wait; 66 2/3% of salary; \$2,500/month maximum benefit

\$50.00/Month toward optional insurance (Superintendent/Directors)

The Board reserves the right to select and change the identity of the insurance carrier, policyholder or third part administrator for any of the above coverage provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverage for Administrator and his/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 of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Intermediate School District, 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.

Administrator shall be entitled reimbursement for approved course work. Evidence must be provided to show successful completion of the course. Upon receipt of such evidence, the Board will reimburse the Administrator for the cost of the tuition.

Administrator shall have reasonable use of a school vehicle, or shall be reimbursed for travel expenses in connection with school-related business travel. The amount of reimbursement per mile shall be that established by the Board, and other expenses reimbursed shall be those approved by the Board of Education. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with the direction of the Board or Superintendent.

Administrator is encouraged to maintain professional standards by participation in local, state and national programs, seminars, organizations and conventions, provided that such participation can be reasonably expected to benefit the Intermediate School District, its pupils and constituents. The board may provide reasonable time, budget, and reimbursement of personal expenses necessary for such participation by Administrator.

The Board, at the written request of Administrator, shall withhold from his/her salary and transfer such sums as he/she shall designate to a 403b tax-deferred annuity program of Administrator's selection, approved by the Board. Such contributions shall be considered salary reduction allotments elected by the Administrator and, further, shall be subject to contribution limits and other requirements of the Internal Revenue Code, as determined by the Intermediate School District's auditors.

## **PAID LEAVE**

Administrator is entitled to the following holidays for which no service to the School District is required: 4<sup>th</sup> of July, Friday before Labor Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve, New Years Day, Good Friday, Easter Monday, and Memorial Day.

If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of one day per month worked. Unused paid sick leave days hereunder shall be cumulative to a maximum of 150 days for absence due to personal illness or disability of Administrator. Unused sick leave will be paid out at retirement based upon the last agreed upon amount. Sick leave can be accumulated to 300 days for pay out purposes only.

Should Administrator exhaust his/her sick leave and receive long term disability benefits for which the Board has paid premium under paragraph 12 of this Contract, the board shall contribute the difference between the long term disability benefit and the Administrator's regular per diem salary for a period not to exceed 150 days.

Upon severance, Administrator shall be paid for any unused vacation days accruing during that contract year at the current contracted per diem rate paid to Administrator.

Administrator shall be entitled to three personal business days per contract year, which leave shall not be cumulative. Any unused personal days convert to sick leave at the end of the contract year.

## **UNPAID LEAVE**

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/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 Administrator will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Administrator is unable to, or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

Administrator shall submit to such medical and/or psychological examinations, supply such information and execute such documents as may be required by an underwriter, policyholder or third party administrator providing insurance programs specified under this contract. Additionally, upon request of the Board or Superintendent Administrator shall authorize the release of medical information and submit to medical and/or psychological examinations as necessary to determine if Administrator is capable of performing the essential job functions required by his/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.

#### **ADMINISTRATIVE COVERAGE**

The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. 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 that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and Section 601a(1)(d) of the Revised School Code.

Administrator shall be enabled, with the prior permission of the Superintendent, to obtain legal counsel and advice from the Board's attorney(s) on concerns related to the Intermediate School District within the scope of Administrator's employment responsibilities.

#### **EVALUATION/TERMINATION/NON-RENEWAL**

At least once each fiscal year, the Superintendent and Administrator shall meet for the purpose of evaluation of Administrator and to express expectations regarding improvement of administrator's job performance. The time and date of this meeting shall be established by Superintendent and Administrator sufficiently in advance to permit adequate preparation for a constructive exchange of views.

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if Administrator materially breaches the terms and conditions of this Contract.

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

In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

Additionally, this Contract may be terminated during its term pursuant to a reduction in administrative personnel, as determined by the Board. Administrator shall be given at least thirty (30) days notice of termination prior to the effective date of layoff. In the event of layoff, the Board shall have no further obligation under this Contract.

Notification of contract non-renewal for all other reasons shall be in accordance with Section 1229 (2&3) of the revised school code of the State of Michigan.

In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at board expense.

## **SUMMARY**

This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, 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 Administrator 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 Administrator 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.

It is mutually understood and agreed that all terms, agreements, and covenants contained in this Contract are severable and that in the event that any of them become invalid, this Contract shall be interpreted as if such invalid term, agreement, or covenant were not contained therein. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provisions.

This contract is executed on behalf of the Intermediate School District pursuant to the authority granted as contained in the resolution of the board adopted on June 27th, 2011, the same being incorporated herein by reference.

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

Date: \_\_\_\_\_  
ADMINISTRATOR  
DICKINSON-IRON INTERMEDIATE SCHOOL  
DISTRICT BOARD OF EDUCATION

Date: \_\_\_\_\_  
PRESIDENT

Date: \_\_\_\_\_  
SUPERINTENDENT

