

BELLEVUE COMMUNITY SCHOOLS
Contract of Employment
904 West Capital
Bellevue, MI 49021

This contract is entered into this 1st day of July, 2019, between the **Board of Education (the "Board") of the Bellevue Community Schools** (the "District") and **Katherin Mohney**, (the "Administrator") pursuant to Section 1229(1) of the Revised School Code (the "Code"), MCL 380.1229(1). The Board in accordance with its action found in the minutes of its special meeting held on the 27th day of June, 2019, employs Katherin Mohney as Superintendent of Schools for a 2-year period commencing on July 1, 2019 and ending on June 30, 2022 according to the terms and conditions of this Contract.

1. **Employment and Duties.** The Board employs the Administrator to faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board. As the chief executive officer of the District, the Administrator will administer the District's instructional, personnel, and business affairs, subject to the direction of the Board.

Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the District at the discretion of the Board.

Administrator represents that she possesses, holds, and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligation under this Contract.

Administrator agrees to devote 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 to comply with all directives of the Board. Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the District's educational programs and policies during the entire term of this Contract. Administrator agrees that she will diligently and competently discharge her duties on behalf of the District to enhance the operation of the District and will use her best efforts to maintain and improve the quality of the programs and services of the District.

2. **Compensation.** The Board agrees to pay the Administrator in consideration for her services at an annual (twelve month) salary rate of not less than \$95,000 in twenty-six equal installments. Such amount is subject to deductions required by law and will be remitted on the District's regular payroll. The Administrator will receive no other remuneration for services rendered under this Contract.

The Board retains the right to increase the annual salary of the Administrator during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract and executed by the parties. Consistent with the provisions of Section 1250 of the Revised School Code, the Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. If the Administrator receives an evaluation of "effective" or "highly effective" as her first annual year-end evaluation (the 2019-2020 school year), she shall receive a 2% increase in salary applicable for her second year, commencing July 1, 2020.

3. **Tenure.** This Contract does not confer tenure upon any administrative position in the District, including Superintendent.

4. **Indemnification.** 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 her authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The Board's sole obligation 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 notify Administrator.

5. **Professional Dues.** The Board shall pay the Administrator's Michigan Association of Superintendents and Administrators (MASA) state and regional level dues.

6. **Fringe Benefits.** The Administrator is entitled only to those benefits expressly stated in this Contract or in a mutually agreeable addendum signed by both parties. The Board will provide the following fringe benefits during the duration of this Contract:

- a. The Administrator shall be granted twelve (12) sick days per year that will accrue at a rate of one per month. Sick days may accumulate up to 120 days, and be paid out at a rate of \$60 per day at the end of this contract.
- b. The Administrator shall be granted thirty (30) vacation days per calendar year, with no accumulation of unused vacation days. Unused vacation days will not be paid out upon separation. The Administrator must notify the Board if she will be using at least five (5) vacation days consecutively. The Administrator must receive Board approval prior to using ten (10) or more consecutive vacation days.
- c. The Administrator shall be granted the following paid holidays: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day. The Administrator is excused with pay from duty during Thanksgiving, Christmas, and Spring Breaks.
- d. The Administrator shall be granted up to three (3) personal days per year with no accumulation of unused personal days. Unused personal days will not be paid out upon separation.
- e. The Board shall contribute to the Michigan Public School Employees' Retirement System on behalf of the Administrator's pension program.
- f. The Board shall pay conference registration and participation fees only for the Administrator to attend two (2) MASA conferences per year.
- g. The Board shall pay registration fees for Administrator's participation in the MASA Mentor Coaching program when offered during the term of this Contract.
- h. The Employee shall be eligible to be reimbursed for travel, meals and lodging outside the District boundaries for attendance at ISD, state, and national meetings consistent with District policy.
- i. The Administrator shall be afforded the same Full Dental, Optical, LTD, and Health Insurance coverage granted to the professional staff under the Master Agreement between the BEA, ECEA, MEA/NEA and Bellevue Community Schools as established under the policies of the board. The Administrator may receive cash in lieu in the amount of \$650.00 per month.
- j. Administrator shall be provided paid moving expenses not to exceed \$1,000 in the event

Administrator elects to establish residency in the District, to move her household and all reasonable and customary items of the household to her residence in the District.

7. **Evaluation.** The Board shall evaluate the Administrator's performance, at least annually, in accordance with State law.

8. **Termination Provisions.** The Board is entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has materially breached the terms and conditions of this Contract, has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, and/or inefficiency, or for any other reason that is not arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to nonrenewal of this Contract pursuant to Section 1229 of the Revised School Code (MCL 380.1229), at the expiration of its term, which decision is discretionary with the Board.

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

The Board may nonrenew this contract or any extension of the contract at the expiration of its term pursuant to Section 1229 of the Code (MCL 380.1229), which decision is discretionary with the Board. As provided in Section 1229(1), if written notice of nonrenewal of the Contract is not given at least 90 days before the termination of the Contract, the Contract is renewed for an additional 1-year period.

9. **Limitations Period.** The Administrator agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

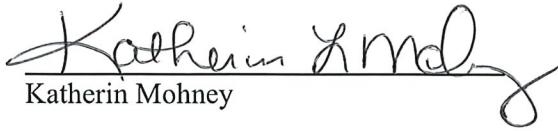
10. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator about her employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Administrator and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

11. **Severability.** 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 provision(s).

The parties agree to the above terms and conditions and affix their signatures to this Contract on the date first written above.

Administrator


Katherin Mohney

**Bellevue Community Schools
Board of Education**


Andrew Dixon, Board President


Marion Ramer, Board Secretary