

**Mt. Morris Consolidated School District
Superintendent Contract**

This Employment Contract made and entered into as of June 14, 2016, by and between MT. MORRIS CONSOLIDATED SCHOOLS, DISTRICT NO. 3, GENESEE COUNTY, MICHIGAN, (hereinafter referred as the DISTRICT), by its governing body, the Board of Education of the District, (hereinafter referred to as the BOARD), and Brooke Ballee-Stone (hereinafter referred to as the SUPERINTENDENT), WITNESS TO:

WHEREAS, the District desires to provide the Superintendent with a written Employment contract in order to enhance administrative stability and continuity within the schools which the District believes generally improves the quality of its over-all educational programs, and

WHEREAS, the District and Superintendent believe that a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools of the District.

NOW, THEREFORE, the District and the Superintendent for the consideration herein specified, agree as follows:

1. **TERM.** This contract shall take effect on July 1, 2016, and continue in force through June 30, 2019, subject to extension and early termination as provided in paragraphs 4 and 12, respectively.
2. **QUALIFICATIONS AND DUTIES.** The Superintendent represents that at the date of execution hereof she possesses the qualifications for the position, Superintendent, required by law and by the Board. It is further expressly understood and agreed that if the Superintendent shall at any time and for any reason not possess the minimum statutory qualifications for that position, whether now in force or hereafter enacted by the Legislature, this Contract shall terminate immediately and without notice, anything herein to the contrary notwithstanding.

The Superintendent shall have charge of the administration of the affairs and schools of the District under the direction of the Board. She shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the District under her supervision; shall organize, reorganize and arrange all business affairs of the District in a manner that best serves the District subject to the approval of the board; shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District; and perform such other duties as may be prescribed by the board from time to time. The Superintendent shall attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees and provide administrative recommendations on each item of business considered by each of these groups, unless otherwise directed by Board consensus or vote.

The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner, subject to the established policies and regulations of the Board and the laws of the State of Michigan, whether now in force or hereafter adopted, and to carry out or cause to

be carried out, the education program and policies of the Board during the term of this Contract. The Superintendent agrees to devote her full working time to the performance of her duties as Superintendent and to engage in no other gainful employment during the term of this Contract, unless agreed to in writing by the Board.

3. **EVALUATION.** The Board will evaluate the Superintendent's performance at least annually and in writing, on or before June 30, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss his written evaluation in closed session.

4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** The Board of Education, no later than June 30, 2017, may extend the contract for an additional one-year period, and each subsequent year consider an extension by June 30. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless mutually agreed to in writing. The Board of Education in its sole discretion and with or without cause may take no action to extend this contract for an additional year and in such case there will not be an extension.

B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Superintendent an annual salary of One Hundred Twenty-Five Thousand Dollars (\$125,000) for each year of the contract. The salary shall be paid in equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, 260 days, July 1 to June 30.

MERIT COMPENSATION. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon her performance of up to \$500 which shall be paid in July. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective on her final year-end evaluation; one half of this amount if she is rated Effective on her final year end evaluation, and shall not receive any bonus if she is rated Minimally Effective or Ineffective on her final year-end evaluation.

LONGEVITY. The Superintendent shall receive longevity payments in addition to her annual salary after five full years of service according to the schedule below. The longevity payment will be made the first regular pay date in July.

Longevity payment after:	
Year Five	\$2500
Year Seven	\$3500
Year Ten	\$4500

ANNUITY: The Board shall provide a \$5,000 annual contribution to a Board approved annuity carrier selected by the Superintendent. The payment is made in full in September. The district is not responsible for related costs and fees.

SEVERANCE PAY: After service of ten years, the Superintendent shall be eligible for the following severance pay upon retirement from or her death while serving as Superintendent of Mt. Morris Consolidated Schools.

- a. \$75 per day for each unused sick day not to exceed 100 hundred days.
- b. \$200 per year for every year of service within the District.

To qualify for severance pay under retirement, the Superintendent must qualify for retirement under the policy of the Michigan Public School Employees Retirement System.

7. INSURANCE BENEFITS. During the term of this contract, the Superintendent shall receive the current Medical, Dental, Vision, Prescription Drug and LTD insurance plans in place that are offered to full-time, professional administrative staff. The board retains the right to change carriers and levels of insurance benefits on the same basis as changed for other administrative staff. The Superintendent’s contribution shall be subject to payroll deduction.

8. OTHER BENEFITS: Other benefits afforded the Superintendent shall be as follows:

a. **Mileage Reimbursement.** The Superintendent shall be reimbursed at the IRS rate for miles driven outside the District required in the performance of her official duties during her employment under this Contract.

b. **Relocation Allowance.** The Board shall pay up to \$2000 for moving expense incurred by the Superintendent to relocate from her present residence to a residence within the district borders upon presentation of receipts to the business office prior to July 1, 2017.

c. **Life Insurance.** The District shall provide and pay the premiums for a term life insurance policy insuring the life of the Superintendent, with a face value of two times the Superintendent’s annual salary.

d. **Vacation/Sick/Personal Days.** The Superintendent shall be provided with twenty (20) vacation days on an annual basis (July 1-June 30), twelve (12) sick days and five (5) personal days. These days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12 of the allotment of days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, the days shall be prorated. The Superintendent shall schedule use of vacation and personal days in a manner to minimize

interference with the orderly operation and conduct of business of the school district. Up to five (5) vacation days per year may be carried from one year to the next, but may not be used thereafter. Sick days may be used for personal or family illness. The Superintendent may also choose to be compensated for up to five (5) unused vacation days each year. The Superintendent will be allowed unused sick day accumulation from year to year with a maximum of 100 total accumulated days.

e. **Holidays.** The Superintendent shall be entitled to the following paid holidays:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Day following Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Good Friday

f. **Liability Coverage.** The Superintendent shall be covered under the District's Comprehensive General Liability Policy.

g. **Payment of Professional Dues.** The District will pay annual membership dues for professional associations MASA, MASA Region, AASA, and others as approved by the Board.

h. **Cell Phone Reimbursement.** The Superintendent will receive cell phone reimbursement up to \$55 per month or \$660 per year. In order to receive the reimbursement, the Superintendent is required to submit monthly billing documentation at the end of each school year.

i. **Bereavement Days.** A maximum of five (5) days if necessary for each death in the immediate family for the purposes of attending a funeral and any other matters related to the death. Days used must be consecutive and must include the day of the funeral service. Immediate family is defined as mother, father, step-parents, spouse, brother, sister, children (including miscarriage), grandchildren, step-children, aunts, uncles, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

j. **Jury Duty.** If the Superintendent is called for jury duty, she shall be compensated her regular salary while performing the civic duty. However, compensation received from the State for performing this civic duty, shall be turned over to the District. A continuation of the Superintendent's pay for jury duty shall be limited to sixty (60) days in any school year

9. **PROFESSIONAL DEVELOPMENT.** The Board expects the Superintendent to continue her professional development and expects her to attend appropriate professional meetings at the local and state level and the expenses of said attendance to be incurred by the School District. In addition, the Board will pay up to \$2,000 per year for Professional Development for the Superintendent for professional coaching, tuition, or other support as determined by the Superintendent, and subject to prior discussion with the Board President and being relevant to the performance as Superintendent.

10. **PHYSICAL EXAMINATION.** As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's verification indicating the physical competency of the individual to perform the duties of the position. Thereafter, the Superintendent agrees to have a comprehensive medical examination at any point wherein there is a legitimate basis to question his fitness for duty. The Superintendent agrees to supply the Board of Education with a doctor's verification of such, as previously specified. It is agreed that the doctor's verification shall be treated as confidential information by the Board of Education.

11. **DISABILITY.** Should the Superintendent be unable to perform any or all of the duties outlined herein by reason of illness, accident, or other causes beyond the individual's control for period in excess of their accumulated sick leave and unused vacation time, the Board of Education may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one year or if said disability is considered permanent, irreparable, or of such a nature as to make performance of their duties impossible, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate. Death of the Superintendent terminates this contract.

12. **TERMINATION.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for any reason which is not arbitrary and capricious including but not limited to moral turpitude, incompetency, inefficiency, or insubordination. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. 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.

13. **RESIGNATION.** The Superintendent agrees to give ninety (90) days written notice to the Board of her intention to terminate this agreement.

14. **ARBITRATION.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract. The Superintendent and Board waive any longer limitations period. The Superintendent and the Board also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction. The Superintendent and the Board acknowledge and agree this paragraph of this Agreement precludes either from filing covered claims in court and, therefore, waive any otherwise available right to trial by jury.

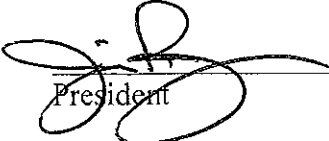
15. **SAVINGS CLAUSE.** If, during the term of this Contract, it is found that any provision of this Contract violates any Federal or State law or any rule or regulation promulgated thereunder, such provision shall be void and of no effect, but the remainder of the contract shall remain in full force and effect.

16. ENTIRE CONTRACT. This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

17. GOVERNING LAW. This Agreement is governed by the laws of the state of Michigan.

IN WITNESS WHEREOF the parties hereto set their hand on June 14, 2016.

FOR THE BOARD OF EDUCATION: BY THE SUPERINTENDENT:



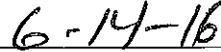
President



Superintendent



Secretary



Date