

EMPLOYMENT CONTRACT BETWEEN

**SCOTT T. BOGNER**  
AND  
**GOODRICH AREA SCHOOLS**  
GENESEE, OAKLAND AND LAPEER COUNTIES, MICHIGAN

This contract made and entered into as of the 4<sup>th</sup> day of June, 2012 by and between Goodrich Area Schools, Genesee, Oakland and Lapeer Counties, Michigan, a school district under the laws of the State of Michigan, hereinafter referred to as DISTRICT, and Scott T. Bogner, hereinafter referred to as SUPERINTENDENT.

WHEREAS, 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;

NOW, THEREFORE, DISTRICT AND SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. EMPLOYMENT AND TERM -

DISTRICT hereby employs SUPERINTENDENT as its Superintendent of Schools under the provisions of Section 119 of the School Code of 1955, for a term of three (3) years covering the period **July 1, 2012 through June 30, 2015**. SUPERINTENDENT hereby accepts such employment and agrees to devote his full time efforts thereto and to discharge such duties in a competent and professional manner. Although it is the express intention of the parties that this contract shall be for the period indicated, it is mutually agreed that the covenants herein contained may be terminated in advance of the end of the term hereof upon the happening of any of the following events:

- a. The death of the SUPERINTENDENT.
- b. The permanent total disability of the SUPERINTENDENT.
- c. The acceptance of employment, by the SUPERINTENDENT, with another district or entity without the express written permission of the Board. Permission shall not be unreasonably withheld.
- d. Termination of contract pursuant to Paragraph 13 of this agreement.

DISTRICT may, by specific action, and with the consent of SUPERINTENDENT, extend the termination date of the existing contract to the full extent permitted by State law.

2. RESPONSIBILITIES OF SUPERINTENDENT -

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board of Education of the DISTRICT. Subject to the approval of the Board, SUPERINTENDENT shall:

- a. Be the chief executive officer of the DISTRICT.
- b. Direct and assign teachers and other employees of the schools under his supervision.
- c. Organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT.
- d. Recommend all personnel for hire to the Board of Education of DISTRICT.
- e. From time to time, suggest regulations, rules and procedures deemed necessary for the well ordering of the DISTRICT.
- f. Act as chief spokesperson for the DISTRICT in all labor relations.
- g. In general, perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board of Education of the DISTRICT from time to time. Furthermore, SUPERINTENDENT shall be bound by all the policies, rules and regulations heretofore and hereafter adopted by the DISTRICT.

The Board of Education of the DISTRICT shall possess and retain at all times right of assignment, provided the other terms of this agreement are not violated. The members of the Board of Education of the DISTRICT, individually and collectively, shall promptly refer all criticisms, complaints and suggestions to the SUPERINTENDENT for study, recommendation and actions as appropriate.

3. COMPENSATION -

DISTRICT will pay the SUPERINTENDENT at an annual salary rate of \$130,000.00 for fiscal year 2012-2013. Pending successful annual evaluation, annual increases for fiscal years 2013-2014 and 2014-2015 shall be mutually determined. This annual salary rate shall be paid to SUPERINTENDENT in equal bi-weekly installments of the annual salary rate during the school fiscal year, for services rendered during the preceding time period.

As a part of the total compensation for services as Superintendent, the district shall provide a tax-sheltered annuity for SUPERINTENDENT in the amount of \$4,000 per year for the life of this contract.

The DISTRICT will pay retirement benefits during the time of employment to the Michigan Public School Retirement System on behalf of the SUPERINTENDENT equal to the "basic plan".

The Board of Education of the DISTRICT and SUPERINTENDENT may mutually agree to adjust the salary of SUPERINTENDENT during the term of this contract on an annual basis. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT have entered into a new contract nor that the termination date of the existing contract has been extended.

4. VACATION AND OTHER PAID TIME -

SUPERINTENDENT shall be deemed a fifty-two week per year administrative employee. SUPERINTENDENT'S vacation entitlement shall be twenty (20) working days per fiscal year. Unless specifically approved no more than five (5) vacation days may be taken while school is in session. Accumulation of unused vacation time may extend up to 60 days past the contract year in which they were earned/granted.

Upon death of an immediate family member or immediate family member of a current spouse (i.e. spouse, child, parent, sibling, and grandparent) up to three (3) days of paid bereavement leave shall be granted. These days shall not be deducted from other benefit time.

SUPERINTENDENT shall be entitled to twelve (12) sick days per year. Sick days may accumulate without limit. Upon termination of contract or retirement unused sick days shall be paid at a rate of \$80 per day. Prior to returning from surgery or prolonged illness SUPERINTENDENT may be required to provide medical verification at Board expense that they are able to return to work.

The following days shall be construed as "paid" holidays: Labor Day, Thanksgiving, the Friday following Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, Memorial Day and July 4<sup>th</sup>. In the event that any of the above days occur on a weekend, a substitute day may be taken the last workday prior to or the first workday after the holiday.

5. OTHER BENEFITS -

DISTRICT shall provide term life insurance coverage for SUPERINTENDENT in the face amount of two times his annual salary.

The DISTRICT shall provide short-term disability coverage for up to 90 (calendar) days of absence due to injury or illness. Such coverage shall be accomplished through a combination of insurance purchased by the district and self-insurance at the discretion of the district. The terms of any purchased policy shall determine the eligibility for collection of benefits regardless of source. The coverage and benefit shall approximate 2/3 the normal daily salary during the contract period. In all situations, accumulated sick days must be used prior to any self-insured contribution by the district. Such coverage shall terminate at the end of 4 years of employment regardless of contract extensions unless specifically renegotiated. An example of the mechanics of such coverage is outlined in Attachment "A".

The District shall provide long-term disability insurance that includes benefits payable upon the 90<sup>th</sup> calendar day of disability at 66 2/3% of annual contractual salary with a maximum monthly payment of \$7,500.

Offsets - Any amounts of income paid or payable to the SUPERINTENDENT under Workmen's Compensation, School Employees Retirement Program, or any other disability retirement plan provided by governmental agencies, including any payments for which the dependent may qualify as a result of the employee's disability under such plan, and any disability payments under any other group disability income plan.

The DISTRICT shall provide, in proportionate cost to the SUPERINTENDENT, health insurance for each month employed equal to that of other administrative staff, for himself and his/her eligible dependents. Eligible dependents shall be defined by legal, IRS and policy definitions.

**EXCEPTIONS:**

1. If a husband and wife are both employees of the district, either one may elect health insurance coverage.
2. An employee shall be ineligible if covered by a spouse's employer paid health insurance.
3. The Board shall provide each employee not taking health insurance additional compensation at the rate of \$100 each month.

The DISTRICT shall provide, in proportionate cost to the SUPERINTENDENT, dental insurance for each month employed equal to that of other administrative staff, for himself and his/her eligible dependents. Eligible dependents shall be defined by legal, IRS and policy definitions.

The DISTRICT shall provide, in proportionate cost to the SUPERINTENDENT optical insurance for each month employed equal to that of other administrative staff for himself and his/her eligible dependents. Eligible dependents shall be defined by legal, IRS and policy definitions.

All insurance coverage shall be subject to standard coordination of benefits (COB) rules as defined within the policy. If the coordination of benefits is between SUPERINTENDENT and his spouse the individual with the earliest birthday in a calendar year shall be primary.

6. NON-REEMPLOYMENT OF THE SUPERINTENDENT

The Board of Education has an obligation to the citizens of this DISTRICT to employ the professional leadership best trained and equipped to meet the educational needs of their children. It shall meet that obligation by retaining only a highly-qualified person as SUPERINTENDENT for this DISTRICT. If the services of the SUPERINTENDENT are found to be unsatisfactory to the Board he/she shall be notified by the President and given an opportunity to correct the conditions. If his/her services continue to be unsatisfactory, the SUPERINTENDENT shall be notified in writing by the President, as approved by the Board.

The Board may non-renew the SUPERINTENDENT'S contract, with or without cause and with or without prior notice, provided it votes on non-renewal and provides written notice of the non-renewal at least ninety (90) days prior to the expiration date of the contract (i.e. April 1, 2015.) Failure to take timely action or give timely notice will result in renewal of the contract for an additional year. The Board may choose whether to extend the contract for an additional year during the term of the contract, in accordance with the terms of the contract.

SUPERINTENDENT shall, by certified mail to each member, remind the Board of Education of the existence of this automatic renewal clause and evaluation

requirements. Such notice shall be sent two months prior to the ninety (90) day period (i.e. February 1, 2015), wherein renewal or non-renewal is to be considered. Failure to mail required notice shall invalidate this contractual automatic renewal clause. The Board's decision of whether or not to extend this contract is at the sole will of the Board.

7. EXPENSES -

The DISTRICT shall reimburse the SUPERINTENDENT for reasonable expenses incurred by the SUPERINTENDENT in the continuing performance of duties under this employment contract; unless otherwise specified general administration dues and fees will be contingent upon Board approved yearly budget.

8. PROFESSIONAL MEMBERSHIPS AND CONFERENCE ATTENDANCE -

DISTRICT shall provide professional memberships on behalf of SUPERINTENDENT as indicated in Attachment "B". The DISTRICT shall also cover reasonable expenses, and provide appropriate time away from the district, for professional conferences as indicated in Attachment "B". Other memberships and conferences may be covered by specific approval of the Board. Attachment "B" may be adjusted by mutual consent of Board and SUPERINTENDENT without affect on other provisions of this contract.

9. PROFESSIONAL LIABILITY -

DISTRICT agrees that it shall defend, hold harmless, and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and provided further, that said demand, claim, suit, action or legal proceeding is covered under a liability policy of insurance, maintained by DISTRICT. In no case, however, will individual DISTRICT Board Members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

If in the good faith opinion of the SUPERINTENDENT conflict exists as regards the defense to such claim between the legal position of the SUPERINTENDENT and the legal position of DISTRICT, the SUPERINTENDENT may engage counsel, in which event the DISTRICT shall indemnify the SUPERINTENDENT for the costs of legal defense as permitted by State law.

10. EVALUATION -

The Board of Education of the DISTRICT shall evaluate and assess in writing the performance of the SUPERINTENDENT twice prior to June 30<sup>th</sup> of the first year of employment. Subsequent to the first year of employment an evaluation shall occur at least once per year prior to June 30<sup>th</sup> during his employment period and/or the term of this contract. A successful evaluation will be defined as an overall average of "3" on a four-point scale, using a reasonable and pertinent evaluation instrument. This evaluation and assessment shall be reasonably related to the position of SUPERINTENDENT and the goals and objectives of the DISTRICT for the year in review. It will be the responsibility of the SUPERINTENDENT, in cooperation with the Board to establish such goals and objectives within 90 days of the beginning of the fiscal year.

In the event that the Board of Education of the DISTRICT determines that the performance of the SUPERINTENDENT is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory.

A copy of the written evaluation shall be delivered to the SUPERINTENDENT. The SUPERINTENDENT shall have the right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to the SUPERINTENDENT'S personnel file. Within thirty (30) days of the delivery of the written evaluation to the SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

11. TENURE -

It is mutually understood and agreed that this employment contract does not confer tenure upon the SUPERINTENDENT in the position of SUPERINTENDENT or in any other administrative position within the DISTRICT.

12. PHYSICAL EXAMINATION -

It is mutually understood and agreed that upon request the SUPERINTENDENT shall submit annually to an executive physical examination by a physician of the DISTRICT'S choice with the expense thereof being paid. Upon request, a physician statement verifying the health of the SUPERINTENDENT and an opinion of their ability to continue employment as SUPERINTENDENT must be presented to the Board. Such information shall be considered highly confidential and protected to the

fullest extent provided by law.

13. TERMINATION OF CONTRACT –

In addition to any other rights the DISTRICT may have by law or under this Contract, the Contract may be terminated at any time during its term by the DISTRICT for acts of moral turpitude, insubordination or misconduct committed during the term of the Contract or if the SUPERINTENDENT violates any of the terms or covenants of this Contract. In such event, SUPERINTENDENT shall be advised in advance of the Board's intention to consider such mid-term termination. SUPERINTENDENT shall be provided an opportunity for a hearing in regard to the prospect of such termination. Such hearing may be open or closed to the public at the option of the SUPERINTENDENT and must occur within thirty (30) days of notice.

All disputes, whether involving termination of contract or not, shall be subject to, and handled in accordance with, Attachment "C" of this Contract.

14. RESIDENCY

The SUPERINTENDENT shall maintain his/her principal residence within a thirty (30) mile radius of the geographic boundaries of the DISTRICT unless otherwise approved by the Board. No residency requirement can be applied if the SUPERINTENDENT'S spouse is employed by another public employer when that spouse is subject to a condition of employment or promotion that requires him/her to reside a distance of less than thirty (30) miles from the nearest boundary of his/her public employer.

15. SAVINGS CLAUSE -

If, during the term of this contract it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

16. TOTALITY OF TERMS -

This Contract and the attachments referenced within contain all of the terms agreed to by the parties. This contract supersedes any and all prior contracts, agreements, arrangements, communications and understandings, written or otherwise.



As approved by formal action of the Board Of Education of Goodrich Area Schools during a public meeting held on \_\_\_\_\_, and IN WITNESS WHEREOF, the DISTRICT has caused this employment contract to be executed on its behalf by its Board of Education, and the SUPERINTENDENT has approved this employment contract effective on the day and year specified in the originating paragraphs of this document.

GOODRICH AREA SCHOOLS  
Genesee, Oakland and Lapeer Counties  
Michigan

Contract signed this date: \_\_\_\_\_

By: \_\_\_\_\_

Timothy Zirnhelt, President Board of Education

By: \_\_\_\_\_

David Cramer, Treasurer Board of Education

Contract signed this date: \_\_\_\_\_

By: \_\_\_\_\_

Scott T. Bogner

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GENESEE, OAKLAND AND LAPEER COUNTIES, MICHIGAN

**Approved Memberships:**

Michigan Association of School Administrators (M.A.S.A.)  
Michigan Negotiators Association (M.N.A.)  
Association of Schools and Curriculum Development (A.S.C.D.)  
(M.A.S.B.)

**Approved Conferences:**

State Superintendent's Conference (Sem-Annual)  
Michigan Negotiators Conference (Annual)  
Michigan Association of School Boards (when accompanying Board Members)