

CONTRACT OF EMPLOYMENT

Superintendent of Ashley Community Schools

It is hereby agreed by and between the Board of Education of the Ashley Community Schools (hereinafter "Board") and **Jeffrey W. Rohrer** (hereinafter "Administrator" or "Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the **20th day of June, 2016**, has and does hereby employ Jeffrey W. Rohrer according to the terms and conditions as described and set forth herein as follows:

1. TERM. Administrator is employed for the **2-year period commencing on July 1, 2016 and ending on June 30, 2018**. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. CERTIFICATION. Administrator represents that he 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 his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or 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 assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. DUTIES. 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 to comply with the directives of the Board 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 to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his/her business time on the days he/she is working, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

4. COMPENSATION. Administrator shall be paid at an annual (twelve month) salary rate of not less than the following 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.

| | | | |
|-----------|----------|------------------|------------|
| 2016-2017 | 130 days | \$360.00 per day | (\$46,800) |
| 2017-2018 | 115 days | \$360.00 per day | (\$41,400) |

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The Administrator shall submit documentation of his/her work days to payroll each pay period with compensation at the daily pay rate. A four hour day can be paid ½ of the daily pay rate.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase 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.

5. EVALUATION. Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor. The Board will at a minimum, perform an annual evaluation of the Superintendent consistent with the requirements of the Revised School Code and the Board's policies, which shall be based on performance goals for the evaluation period established and agreed upon by the Board and the Superintendent. These performance goals will be established by October 15 of each year.

6. CONTRACT EXTENSION. The Board, at its sole discretion, may extend the contract for an additional year during the first year of the contract, upon completion of the annual evaluation no later than March 1.

7. TERMINATION. The Superintendent may be subject to discharge during the term of this contract only for good and just cause. The Board shall not arbitrarily dismiss him/her. No discharge during this contract shall be effective until written charges have been served upon the Superintendent, and he/she has been provided an opportunity for a fair and impartial hearing before the Board after 10 days written notice of the hearing. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. NON-RENEWAL. The Board specifically reserves the right to non-renew this Contract or any extension of the Contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically renewed for an additional one (1) year period.

9. DISABILITY. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he shall be granted an initial unpaid leave of ninety (90) work days for purpose of recovery. 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.

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 a verified prognosis that Administrator will be able to resume his/her duties at the conclusion 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 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.

10. TENURE EXCLUSION. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 or any employment assignment (requiring certification) with the 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 Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. MEDICAL EXAMINATION. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). 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.

12. HOLIDAYS. Administrator is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, and Good Friday (provided school is not in session).

13. EXPENSE REIMBURSEMENT. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board or mileage at the IRS rate if there is no policy. Administrator shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

14. PROFESSIONAL DUES. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the national level and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself/herself in relation thereto not prepaid by the Board. There will be \$1,950 (One Thousand Nine Hundred Fifty Dollars) placed in the 2016-2017 budget and \$1,725 (One Thousand Seven Hundred Twenty-Five Dollars) placed in the 2017-2018 budget for Superintendent Professional Development and Mileage.

15. HEALTH INSURANCE. The Board has offered Administrator enrollment in the District's health insurance plan; however, Administrator represents that he carries insurance coverage outside of the District's plan and agrees to maintain that coverage in accordance with the Michigan Public School Employees Retirement Act and the Patient Protection and Affordable Care Act for the term of this Contract.

16. ERRORS AND OMISSIONS INSURANCE. 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 policy limits for this coverage shall be not less than **\$1,000,000**. 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.

17. ENTIRE AGREEMENT. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of 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.

18. SEVERABILITY. If any provision of this Agreement 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).

19. REDUCED STATUTE OF LIMITATIONS. Administrator agrees that any claim or suit arising out of Administrator's 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. 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 herein and 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 law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

20. AUTHORIZATION. This Agreement is executed on behalf of Ashley Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on **June 20, 2016**, the same being incorporated herein by reference.

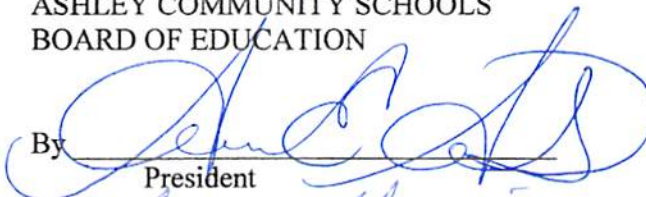
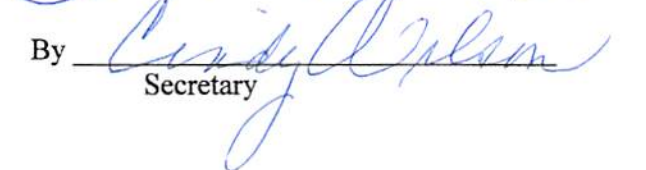
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: July 6, 2016


ADMINISTRATOR

ASHLEY COMMUNITY SCHOOLS
BOARD OF EDUCATION

Date: July 6, 2016

By 
President
By 
Secretary