

CONTRACT OF EMPLOYMENT

SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Uby Community School District (hereinafter "Board) and Rocky Aldrich (hereinafter "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 19th day of March 2012, has and does hereby employ the said Mr. Aldrich for a three-year period commencing July 1, 2012, and ending June 30, 2015, according to the terms and conditions as described and set forth herein as follows:

1. Mr. Aldrich 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. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. The Superintendent is subject to assignment and transfer to another administrative position of employment in School District at the discretion of the Board. The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
2. The Superintendent represents that he 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. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If any changes are made to the certificates, credentials, and qualifications required by law, the Superintendent is expected to fulfill the requirements in the timeline established by the Department of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall be automatically terminated and the Board shall have no further obligation hereunder.
3. The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill 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. The Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promotes efficiency in all areas of responsibility.

4. Mr. Aldrich shall receive compensation of \$107,108.00 in the 2012-2013 school year. In addition there will be a \$25.00 per month for a cell phone expense. The Board shall contribute to an IRS Section 403b or 457 account of the Superintendent's choosing, an amount not less than Nine Thousand Six Hundred Dollars (\$9,600) annually during the term of this contract. This is to be paid at the beginning of July. The Board shall review the amount paid and at its discretion may adjust the amount. If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 15 days per contract year. Unused paid leave hereunder shall be cumulative to a maximum of unlimited days for absence due to personal illness or disability of the Superintendent. Unused sick day payout will be equal to the master agreement Article VIII A 5. Mr. Aldrich may use 3 sick days for personal business. Personal business is defined in Master Agreement Article IX A.
5. Mr. Aldrich is expected to maintain normal business hours from 7:00 am to 3:00 pm when school is in session. The Board however recognizes that the superintendent position carries many functions and duties that occur outside the parameters of the regular school day. The Board is conscious of this and therefore accords the superintendent the necessary adjustment to his normal business hours to accommodate evening activities and meetings. Mr. Aldrich shall keep board president informed regarding deviation from normal business day.
6. The annual salary will be paid in twenty-six (26) biweekly installments beginning with the commencement of the fiscal/contract year (July 1 – June 30). The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.
7. The Superintendent is employed on the basis of 52 weeks per contract year (July 1 – June 30) as scheduled by the Board. Mr. Aldrich will have 4 weeks of vacation. Vacation days must be used in the fiscal year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of use of vacation days. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to approval of the Board President, with the exception of 5 or less Vacation days, Superintendent will notify the Board President in lieu of Board President approval. The Superintendent is also entitled to 10 holidays for which no service to the School District is required. Bereavement Days are defined in Master Agreement Article VIII C.
8. The Superintendent's performance shall be evaluated by the Board annually based on Board Policies and using the criteria outlined in §380.1249 of the Revised School Code and an evaluation process mutually agreed to by the Board and the Superintendent.

9. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. 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.
10. In the event of Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of up to 12 work weeks for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the 12 week period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent 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 the Superintendent, it may require a second opinion at Board expense.

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

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

11. The Superintendent must submit to such medical examinations, such as supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent 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. Under 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 the Superintendent and his eligible dependents for the following insurance programs:

Dental Insurance as provided to other Administrative employees.

Vision Insurance as provided to other Administrative employees.

Term Life Insurance Policy (Superintendent Only) \$200,000.00.

Long Term Disability Insurance as provided to other Administrative employees.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage(s), 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's for the Superintendent and his 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 an insurance company or third party administrator shall be controlled as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring the completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide above-described insurance coverage(s) shall be relieved from all liability with respect to insurance benefits.
14. The Superintendent shall be eligible to be reimbursed for all Board approved reasonable travel expense. Any travel expense to be incurred by Superintendent for travel, shall be submitted for approval by the Board.
15. This Contract contains the entire agreement and understanding by the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts, or understanding, written or oral, not contained herein shall be of any force or employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. Provided that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent 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.
16. 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).

17. This Agreement is executed on behalf of the Ubly Community School District pursuant to the authority granted in the resolution of the Board adopted on March 19, 2012.

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

DATE: _____

Rocky Aldrich,
Superintendent

DATE: _____

Ubly Community Schools
Board of Education

By: _____
Board President
Kelly Jo Osentoski

By: _____
Board Secretary
Jeanette Hagen

Original dated: September 2009
Revised dated: March 2012