

**2012-13**  
**MICHIGAN CENTER SCHOOLS**  
**SUPERINTENDENT OF SCHOOLS CONTRACT**

This contract entered into this 1<sup>st</sup> day of July, 2012 between the Michigan Center Schools Board of Education, hereinafter-called the "Board" and **Scott Koziol**, hereinafter-called the "Superintendent".

**1. CONTRACT PERIOD & RENEWAL**

The term of this employment contract is for **three (3) years** commencing **July 1, 2011** to and including **June 30, 2014**. The district shall, during the month of March, consider an extension to commence at the expiration of the initial term or any extension or renewal thereof.

**2. DUTIES**

The Superintendent shall serve as chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the district. The Board shall vest the responsibility for selection, placement, and transfer of personnel in the Superintendent subject to approval. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent agrees to and shall, during the term of this agreement, devote his time, attention and energy to the position of the School District. However, he may serve as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements, and engage in other activities which are of short-term duration at his discretion, keeping the President of the Board informed. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

In accordance with the provisions of 380.1246, of the Michigan School Code, said Superintendent must complete the required amount of continuing education units within the designated period.

**3. ADMINISTRATIVE TENURE**

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.

#### **4. EVALUATION**

Evaluations (in writing) shall be done annually no later than February 28th or the February Board meeting.

#### **5. COMPENSATION FOR 2012-13**

The Board agrees to pay **Scott Koziol** for his services during each year of said contract in twenty-six (26) equal installments. Compensation shall be **\$99,500.00**. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

#### **6. ANNUITY**

The Board agrees to contribute \$7,000 annually to an annuity of **Scott Koziol's** choice. The annual contribution is subject to upward revision by agreement of both parties.

#### **7. INSURANCE**

The Administrator may choose one of current Cafeteria Plan options designated on Exhibit "C" of the Michigan Center School District Cafeteria Plan.

The Superintendent may be granted a single year of leave without pay upon application for health reasons. If such a leave is granted, the District will continue to provide the Superintendent with health and long term disability insurance.

The District shall maintain at its expense a policy of 1½ times annual salary of term life insurance insuring the life of the Superintendent during the term of this contract and any extension thereof, payable to such beneficiaries as the Superintendent may designate.

#### **8. RETIREMENT**

- a. Board paid retirement will be provided during the duration of this contract within the Michigan Public School Employees Retirement System (MPERS).
- b. Retirement Pay – 50% of a days pay (current per diem rate) per year of service using 225 days as the divisor, as long as the Administrator has 10 or more years of service with the District. Administrators terminated for just cause shall not be eligible. Payable to the employee's estate upon death.

#### **9. HOLIDAYS & VACATIONS**

The Superintendent shall be entitled to twenty (20) working days of paid vacation, exclusive of legal holidays, during each year of this agreement. Such vacation period shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operation of the District. The Superintendent shall take at least ten (10) days vacation per year and shall be entitled to accumulate and carry forward not more than ten (10) days per year and the carry forward balance may not exceed forty (40) days. The Superintendent shall also observe all school year holidays and recesses including July 4th, spring break and Christmas break. Any unused and earned vacation days upon retirement will be paid at the Administrators per diem rate.

## **10. LEAVES OF ABSENCE**

a. Sick/Personal Leave - Twelve (12) days per year of which 3 days can be used for personal business at the Superintendent's discretion, unlimited accumulation. After 10 years of service with the District, the accumulated sick days will be reimbursed at a per diem rate of \$30 in the following situations:

1. Administrator retires
2. Administrator is dismissed by the District for other than moral or illegal conduct

b. Professional Leave - Professional leave days shall be used for purposes of visitation to other districts, conferences, workshops, seminars and conventions. The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

c. Funeral Leave - A maximum of five (5) working days will be allowed for funeral leave, not to be deducted from sick leave, for death in the immediate family (spouse, children, father, mother, sibling, grandparents, and in-laws).

## **11. PROFESSIONAL ASSOCIATION MEMBERSHIP**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and MASA Region to which the School District is located.

## **12. MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination once every other year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The District shall pay the cost of said physical examination and reports.

## **13. BREACH**

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

This agreement constitutes the entire agreement between the parties with respect to the subject matter here and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

This contract was approved by a vote of the Michigan Center Board of Education at the Board meeting on March 14, 2011. Board action has been made a part of its minutes.

## **14. ADDITIONAL BENEFITS**

a. The Superintendent shall be allowed to use school facilities and equipment as long as there is no conflict with school operations.

b. The Superintendent will be reimbursed for expenses incurred for successful completion of 1 class per year professional growth including tuition, textbooks and other fees associated with the class.

c. The Superintendent shall receive a stipend of \$2,000 per year for local mileage and professional obligations. If the Superintendent needs to travel outside the local area, the school owned vehicle shall be made available. If the school vehicle is not available or if the Superintendent chooses to drive his personal vehicle, the District will reimburse at the "standard mileage rate" established by the IRS.

d. The Superintendent shall be reimbursed for the use of his personal cell phone on a monthly basis. The monthly amount shall be determined by the current monthly rate of the cell phone bill.

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Secretary, Board of Education

By: \_\_\_\_\_  
Board of Education Member

By: \_\_\_\_\_  
Board of Education Member

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