

**COPY**

**EMPLOYMENT CONTRACT  
SUPERINTENDENT OF SCHOOLS  
GALESBURG-AUGUSTA COMMUNITY SCHOOLS  
Tim L. Vagts**

This contract establishes the employment agreement between the Board of Education of **Galesburg-Augusta Community Schools** (the Board) and **Tim L. Vagts** (the Superintendent.) The terms of the contract are provided below.

1. **Term.** The Superintendent is employed for a two (2) year period from July 1, 2011 through June 30, 2013, subject to extension, non-renewal and termination as provided in this contract.

2. **Certification.** The Superintendent shall furnish, and maintain for the duration of this contract current certification(s) as may be required by law and by administrative rules of the Michigan Department of Education, now and/or in the future, for the position of superintendent of schools. Such certification(s) shall be maintained on file at the central administration offices. Failure to maintain and keep current all required certifications shall constitute just cause for discharge under this agreement.

3. **Duties.** The Superintendent agrees to devote his full time and attention to the responsibilities of the position of superintendent of schools. The Superintendent agrees that he will perform those duties in a competent and professional manner in compliance with the laws, rules and regulations applicable to the school district, and in compliance with the instructions, policies, regulations and practices of the Board of Education. The Superintendent agrees that he will accept no outside employment without the prior written permission of the Board.

4. **Tenure Exclusion.** The Superintendent shall not acquire tenure in any administrative position, including superintendent, or in any other non-classroom or non-teaching position to which he may be assigned.

5. **Compensation for Services.** The Superintendent's annualized salary for the 2010-2011 contract year shall be One Hundred Three Thousand Eight Hundred Nineteen and No/100 Dollars (\$103,819.00). This salary shall be paid in equal installments with the District's regular pay periods of twenty-six per year. The Superintendent's annualized salary for the 2011-2012 contract year shall remain the same One Hundred Three Thousand Eight Hundred Nineteen and No/100 Dollars (\$103,819.00). The Superintendent declined a 2% increase due to the financial conditions within the School District. This salary shall be paid in equal installments with the District's regular pay periods of twenty-seven per year. The salary shall be adjusted for the 2012-2013 contract year with the amount to be determined by the Board, but in no event less than the previous year's salary.

The Board will pay 8.25% of the Superintendent's salary into a 403-B plan.

Agreement date March 31, 2010  
Amended June 20, 2011

**Longevity Incentive**

As an incentive for the Superintendent to make a long term commitment to The Galesburg-Augusta Community School District the Board will make contributions into the Superintendent 403-B plan, a sum totaling Thirty-Three Thousand and No/100 dollars (\$33,000) according to the following schedule:

Upon completion of the 2010-2011 school year, 16.666%

Upon completion of the 2011-2012 school year, 16.666%.

Upon completion of the 2012-2013 school year, 33.333%.

Upon completion of the 2013-2014 school year, 33.333%.

6. **Business Expenses.** The Board will reimburse the Superintendent for reasonable and necessary business-related expenses. Verification of the expenses shall be in the manner determined by the Board, or its designee.

7. **Professional Dues.** The Board will pay one hundred percent (100%) of the Superintendent's membership charges to professional, civic or educational organizations that may benefit the district, subject to pre-approval by the Board.

8. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through his participation in:

- A. Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- B. Seminars and courses offered by public or private educational institutions;  
and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the superintendent to perform his professional responsibilities for the school district.

The Board shall permit a reasonable amount of time for the Superintendent to attend to such professional programs and pay for the necessary registration fees, travel and subsistence expenses, as pre-approved by the Board, and in accordance with requirements of the Michigan School Code.

9. **Fringe Benefits.** The Superintendent shall receive such compensated and non-compensated leaves of absence, holiday periods, insurance benefits, and other similar fringe benefits which are equal to those granted by the Board to other certified administrators for the district pursuant to either board policy or any current bargaining agreement. For the 2011-2012 contract year, those benefits are summarized as follows:

- A. Vacation – up to thirty five (35) paid days per contract year; no accumulation. Up to 15 days may at the Superintendent’s discretion be paid in lieu of time off at the per diem rate of \$385.00.
- B. Sick leave – ten (10) days per contract year; may accumulate up to forty four (44) days.
- C. Holidays – Good Friday, Memorial Day, 4<sup>th</sup> of July, The Friday Before Labor Day, Labor Day; Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day; Christmas Day; New Year’s Day.
- D. Personal Business Days – three days (3) per year.
- E. Bereavement Leave: A maximum of five (5) days with pay will be allowed for a death in the immediate family. “Immediate family” is defined as father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, grandmother, grandfather, brother-in-law, sister-in-law, grandchild and others living within the household of the superintendent.
- F. Insurance – Group health, dental, vision, LTD and life insurance consistent with the District's group insurance plan for its other administrators.
- G. Tuition Reimbursement – The District will pay up to the cost per credit hour for in-state tuition at Western Michigan University, with a limit of six (6) credit hours per year. Classes must be related to the Superintendent’s job responsibilities and must be pre-approved by the Board.
- H. The Board shall pay up to Two Thousand and No/100 Dollars (\$2,000.00) for moving expenses if the Superintendent moves into the district by the end of the 2012 school year. Upon agreement between the Board and the Superintendent this time frame could be extended to 2013.

These benefits shall be subject to and administered in accordance with any Board policy establishing employment benefits for administrators, and any plan document describing the benefit and eligibility for the benefit. The Board does not pay for unused sick, vacation or other leave days upon separation from employment. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

10. **Evaluation.** The Board will evaluate the Superintendent annually on or before April 1 of each year. The Superintendent shall notify the Board annually, no later than the last board meeting in February, of the need to conduct his evaluation.

11. **Extension of Agreement.** The Board agrees that on or before April 1 of each contract year, it will determine whether to extend the Superintendent's contract for an additional contract year. The Superintendent shall place the issue of extension on the Board's agenda for the last Board meeting in March. The contract may be extended by the affirmative vote of a majority of the then current Board members at that time. The compensation for the additional year may be set at that time or determined later in accordance with paragraph 5. above.

The contract term will not be extended without the affirmative vote of a majority of the then current Board members. Merely achieving a satisfactory evaluation does not guarantee that the Board will extend the term of the contract.

12. **Termination.** 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 been given 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.

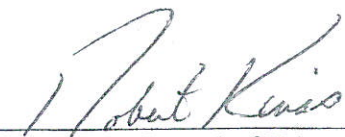
- A. **Involuntary.** The Board may, at any time, terminate this contract for just cause.
- B. **Voluntary.** The Superintendent and Board may terminate this contract at any time upon such terms as they find mutually agreeable. Such terms shall be reduced to writing and signed by both parties.
- C. **Non-Renewal.** Any non-renewal of this contract shall be in accordance with the requirements of the Michigan School Code as then in effect.

13. **Residency.** The Superintendent is encouraged to establish his residence within the boundaries of the Galesburg-Augusta Community Schools district.

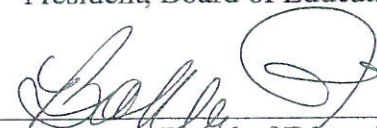
14. **Arbitration.** Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for labor arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.

15. **Complete Agreement.** This represents the complete agreement between the parties. There are no other contracts, agreements or understandings, oral or written, that induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative(s) and by the Superintendent. Any legal issues will be determined based on the law of the State of Michigan.

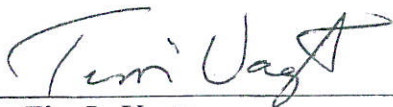
Dated: June 20, 2011

By:   
President, Board of Education

Dated: June 20, 2011

By:   
Secretary, Board of Education

Dated: June 20, 2011

  
Tim L. Vagts