

Amendment to Contract of Employment
Superintendent of Schools
School District for the City of Adrian

The following is a voluntary amendment to the Contract of Employment for Christopher Timmis, Superintendent, dated May 16, 2011.


Starting August 1, 2011, Christopher Timmis, Superintendent, agrees to contribute 20% toward the monthly premium of Board provided health insurance (including health, dental, and vision).

For the 2011-2012 school year, Christopher Timmis, Superintendent, agrees to suspend the following language under Section 5(b):


“As additional remuneration, the Board, each December, shall contribute to a tax-sheltered annuity for the Superintendent. This amount shall not be less than five (5%) percent of his base pay amount, and additional amounts may be added based upon the performance of the Superintendent.”

It is agreed by the Board of Education of the School District for the City of Adrian and Christopher Timmis, Superintendent, that any further amendments, changes, or modifications to the Contract of Employment dated May 16, 2011 shall not be valid or binding unless it is in writing and signed by the Superintendent and the Board.


IN WITNESS WHEREOF, the parties have caused this amendment to the contract dated May 16, 2011 to be executed on the day and year listed below.


Superintendent

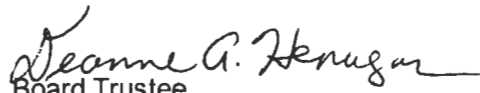
8/1/11
Date


Board President

8/1/11
Date


Board Vice President

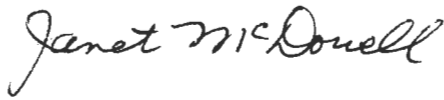
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Board Trustee


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Board Trustee

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Date

Contract of Employment

Superintendent of Schools
School District for the City of Adrian

It is hereby agreed by and between the Board of Education of the School District for the City of Adrian (hereinafter "Board") and Christopher Timmis (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Revised School Code of the State of Michigan, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 16th day of MAY, 2011, has and does continue to employ Christopher Timmis for a three (3) year period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent 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. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related herto.
2. 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, at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of Superintendent assigned as required herein, he shall bring this to the immediate attention of the Board and have a reasonable amount of time to meet qualifications.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties assigned by the Board. Further, Superintendent 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 the Contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. The Superintendent shall be primarily responsible and accountable for evaluations of administrative staff and its organization. Modifications to the organization of Administrators shall be subject to prior Board approval.

5. COMPENSATION AND EVALUATION

- a. The board agrees to pay the Superintendent for his services during each year of said contract in bi-weekly installments. Compensation for the first year shall be \$115,000. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered, unless directed by state law.
- b. As additional remuneration, the Board, each December, shall contribute to a tax-sheltered annuity for the Superintendent. This amount shall not be less than five (5%) percent of his based pay amount, and additional amounts may be added based upon the performance of the Superintendent.
- c. The Board shall evaluate the Superintendent in writing, during August of each year. Before the commencement of each year of this Agreement, the Board and Superintendent shall meet to discuss and determine the performance standards and evaluation criteria to be utilized. Any future changes required to the evaluation will be mutually agreed upon in writing.
- d. Quarterly evaluations will be held to provide the Superintendent an opportunity to hear concerns of the Board in a timely manner with any shortcomings provided in writing with suggestions for improvement and an opportunity to improve.

6. Upon application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make the maximum allowed premium payments on behalf of the Superintendent and his eligible dependents. The Board reserves the right to change the identity of the insurance carrier, policy, policyholder or third party administrator for any of the above coverage, provided that comparable coverages, as determined by the Board, is maintained during the term of the Agreement. The Board shall not be required to remit payments for any other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

- a. The Board will contribute to hospitalization insurance equal to the monthly premium cost for full family coverage. The policy provided the Superintendent will be the same provided other Administrators.
- b. The Board will contribute to the monthly premium cost for dental and vision insurance coverage offered to other Administrators.

- c. If the Superintendent elects to enroll in health coverage through his spouse's employment, the Board agrees to provide a cash in lieu payment equal to 75% of the full annual premium provided to other Administrators in the district.
- d. The Board will pay the premium for Term life Insurance for the Superintendent of 2.5 times his annual salary if the Superintendent is insurable at customary rates.
- e. The Superintendent will have a bank of ninety (90) days of sick leave to be used in the event of a short or long term disability. This bank is designed to cover periods of disability from the onset of disability until such time as the district's long term disability policy becomes effective. This bank will be used exclusively for any short or long term illness or injury and will have no cash-in value at any time. The bank cannot exceed ninety (90) days, nor will it be used for occasional sick days.

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, the 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. The Superintendent may request a ninety (90) work day unpaid leave extension in the event of his 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 the Superintendent will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

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 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, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent'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.

- f. Superintendent shall be covered by the same long-term disability policy as all other administrators of the district.

- g. Thirty (30) personal leave days, exclusive of Holidays, shall be granted per fiscal year for the purpose of sick, personal leave and vacation days accumulative to ninety (90) days. The Superintendent shall schedule use of personal leave days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
- h. Payment for accrued paid leave days at severance, other than for termination, shall be at the per diem rate for each accumulated day. In the event the Superintendent dies, his beneficiary, as designated in writing, shall receive the amount for all unused personal leave days the Superintendent had accumulated at the time of his death.
- i. The Board will provide the Superintendent with a Five Hundred (\$500.00) Dollar per month allotment which will cover the cost of automobile expenses in the performance of his official duties during his employment under this contract. This sum shall be subject to state and federal income tax as may be appropriate.
- j. The Superintendent may attend appropriate professional meetings and may participate in professional activities at the local and state levels. The Superintendent may attend appropriate professional meetings at the national level as long as necessary budgeted funds are available. The Superintendent shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board, including mileage for business meetings that take place outside of Lenawee County.
- k. The Superintendent shall be granted five (5) flex/consulting days per year exclusive of holidays and vacation/sick/personal time. The five (5) flex/consulting days are not subject to carryover to the subsequent years. Use of these days is subject to approval by Board President.
- l. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board.
- m. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.
- n. The Superintendent is entitled up to five (5) days to arrange for and/or attend the funeral of an immediate family member.

7. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be require by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if 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 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 inquires shall be considered and treated as confidential.
8. The Superintendent agrees to have a comprehensive, executive physical examination annually. The cost of said physical shall be paid by the district.
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.
10. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties herby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules or, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.
11. 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 the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual board members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

12. Superintendent hereby acknowledges and agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools 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. Tenure in any capacity other than as a classroom teacher is hereby expressly denied according to the provisions of Article III, Section 1 of the Michigan Teacher Tenure Act, MCL 38.91. The decision of the Board to not continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, shall not be deemed a breach of this Contract or a discharge or demotion with the provisions of the Michigan Teacher's Tenure Act.
13. If any provision of the Contract 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).
14. This Contract is executed on behalf of the Board pursuant to the authority granted and contained in the resolution of the Board adopted on the _____, 2011, the same being incorporated herein by reference.
15. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force and effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of 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 Superintendent and the Board. No valid waiver of any provision of this Contract, at any time shall be deemed as waiver of any other provision of this Contract at such time or any other time.

IN WITNESS WHEREOF, the parties have caused this contract to be executed on the day and year listed below.

Dated: May 16, 2011

Christopher J. Thomas
Superintendent

Dated: May 16, 2011

Edward J. Deane
Board President

Dated: May 16, 2011

[Signature]
Board Vice President

Dated: 5-16-11

[Signature]
Board Trustee

Dated: 5/16/2011

Ben Negro
Trustee

Dated: 5/16/11

[Signature]
Trustee

Dated: 5/16/11

[Signature]
Trustee

Dated: 5-16-11

Deanne A. Henagan
Trustee