

# ROGERS CITY AREA SCHOOLS

## **CONTRACT OF EMPLOYMENT SUPERINTENDENT/ELEMENTARY PRINCIPAL**

It is hereby agreed by and between the Board of Education of the Rogers City Area Schools (hereinafter "Board") and Kathleen A. Xenakis-Makowski (hereinafter "Superintendent/Elementary Principal") that pursuant to Section 1229 of the Revised School Code, MCL 380.1229, the Board in accordance with its action found in the minutes of its meeting held on the 13th day of February, 2012, has and does hereby employ the said Kathleen A. Xenakis-Makowski for a period of three (3) year commencing on July 1, 2012, and ending on June 30, 2015, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent/Elementary Principal shall perform the duties of Superintendent/Elementary Principal as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent/Elementary Principal acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.
2. Superintendent/Elementary Principal represents that she 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 combined position of Superintendent/Elementary Principal. Additionally, Superintendent/Elementary Principal agrees, as a condition of her continued employment, to meet all continuing education requirements for the combined position of Superintendent/Elementary Principal, as are and may be required by law and/or by the State Board of Education. If at any time Superintendent/Elementary Principal fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the combined position of Superintendent/Elementary Principal as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Superintendent/Elementary Principal agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent/Elementary Principal. Superintendent/Elementary Principal agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent/Elementary Principal 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. Superintendent/Elementary Principal agrees to

devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District and constantly promote efficiency in all areas of her responsibilities.

4. Superintendent/Elementary Principal shall be paid at an annual salary rate of not less than Eighty-Four Thousand Dollars (\$84,000) in consideration of her performance of the duties and responsibilities of the position of Superintendent/Elementary Principal in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in equal bi-weekly installments during the applicable twelve-month period July 1 through June 30. The Board hereby retains the right to adjust the annual salary of Superintendent/Elementary Principal during the term of this contract, which any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent/Elementary Principal and the Board, shall become a part of this Contract.
5. Superintendent/Elementary Principal is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Superintendent/Elementary Principal shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available and Superintendent/Elementary Principal shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent/Elementary Principal shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.
6. Superintendent/Elementary Principal's performance shall be evaluated by the Board annually prior to March 15th according to an evaluation process established in the Board policy. Superintendent/Elementary Principal annually shall advise the Board of this obligation during the month of January.
7. The Board shall be entitled to terminate this Contract during its term in the event of the Superintendent/Elementary Principal's inability to perform her position responsibilities due to mental or physical disability. The Board shall be entitled to terminate the Superintendent/Elementary Principal's employment at any time during the term of this Contract when it

determines that Superintendent/Elementary Principal has engaged in acts of unethical conduct, moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Superintendent/Elementary Principal materially breaches the terms and conditions of this Contract, or for other causes found by the Board to warrant discharge.

The foregoing standards for termination of this Contract during its terms shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent/Elementary Principal during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. 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. Superintendent/Elementary Principal agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent/Elementary Principal 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 with the School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent/Elementary Principal for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
9. Superintendent/Elementary Principal shall submit to such medical examinations, supply such information and execute such documents as may be required by an underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract. Additionally, the Board may require release of medical information necessary to determine if Superintendent/Elementary Principal is capable of performing the duties required in her assignment. The Board may require that Superintendent/Elementary Principal have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Superintendent/Elementary Principal to perform her duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

10. The Board shall provide, without cost to the Superintendent/Elementary Principal, and upon acceptance by the appropriate insurance carrier/underwriter the following insurance benefits for the Superintendent/Elementary Principal and her eligible dependents:
  - a. The Superintendent/Elementary Principal and her family shall be entitled to full family insurance coverage for health, dental and vision insurance as provided to other administrative employees or cash in lieu of health insurance (\$125.00 per month). Full family health insurance shall be 100% subsidized up to the statutory cap.
  - b. Long Term Disability Insurance shall be provided as per MASB-SET-SEG Program, Group Number 71-080.
  - c. A travel allowance shall be established in the General Fund Budget.
  - d. Membership dues to the appropriate State and National Associations shall be paid by the Board of Education.
  - e. The Board agrees to maintain errors and omission insurance coverage for the Superintendent/Elementary Principal while engaged in the performance of her duties and responsibilities and while acting within the scope of her authority. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent/Elementary Principal. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.
  - f. A \$100,000 Term Life Insurance Policy shall be provided.
11. Superintendent/Elementary Principal is entitled to the following paid holidays for which no service to the School District is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday and Memorial Day.
12. If Superintendent/Elementary Principal is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of forty-five (45) days per Contract year for each of the first 4 years of employment with the district. The fifth year of employment and thereafter, the Superintendent/Elementary Principal will be allowed full pay for ninety (90) days per Contract year for personal illness or disability. No additional accumulation shall be made for absence due to personal illness or disability of the Superintendent/Elementary Principal. Ten (10) personal days for personal absence shall be allowed per Contract year with no accumulation.
13. Superintendent/Elementary Principal shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and

reimbursement procedures established by the Board. Any expense to be incurred by Superintendent/Elementary Principal for out-of-state travel shall be submitted in advance for review and approval by the Board or its designee. Superintendent/Elementary Principal shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

14. Semester hours of credit after an MA degree and on an approved program leading to an advanced degree - \$75.00 per semester hour per year (up to and including 30 semester hours).

Official transcripts, official course credit slips or official written communication from the institution offering the course(s) will be accepted as evidence of successful completion.

15. It would be preferred that the Superintendent/Elementary Principal establish and maintain her family residence within the boundaries of the Rogers City Area Schools.

16. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent/Elementary Principal with respect to the employment of Superintendent/Elementary Principal and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. This Contract supercedes and supplants all prior agreements pertaining to, connected with, or arising in any manner related to the employment of Superintendent/Elementary Principal by the Board, which are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by Superintendent/Elementary Principal 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 any time nor a permanent modification or amendment to the terms of this Contract for any other event or situation that may thereafter arise.

17. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

18. This Agreement is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on May 21st , 2012, the same being incorporated herein by reference.

19. The Superintendent/Elementary Principal's employment under the terms of this Contract is conditional upon satisfactory completion of the criminal records check as required by law.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent/Elementary Principal  
Kathleen A. Xenakis-Makowski

Rogers City Area Schools  
Board of Education

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Bryan T. Hall, President

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lori L. Dix, Secretary