

SUPERINTENDENT'S CONTRACT

IT IS HEREBY AGREED between the Board of Education of the Bridgeport-Spaulling Community School District (the "School District"), County of Saginaw, State of Michigan (the "Board") and Gloria Rubis (the "Superintendent") that the Board, in accordance with its action taken in a meeting held on the 23rd day May, 2011 adopted the following Contract of employment:

WITNESSETH:

I. LENGTH OF EMPLOYMENT

The Board agrees to employ the Superintendent as Superintendent of its schools for a term of 2 years, commencing on July 1, 2011, and terminating on June 30, 2013, unless extended by mutual agreement. In the event the Board desires to extend this Contract, it will notify the Superintendent at least ninety days before the date of termination of this Contract, and negotiation for extension will commence. In the event the Board decides not to renew this Contract, the Board shall comply with all applicable provisions of Section 1229 of the School Code, M.C.L. 380.1229; M.S.A. 15.41229.

II. DUTIES AND CONDITIONS OF EMPLOYMENT

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State of Michigan, and comply with all laws regarding legal qualifications for the office of Superintendent.

The Board will jointly develop goals and objectives with the Superintendent involving a long-range 1-5 year plan. Those goals are made a part of this Contract and are incorporated as fully as if set forth herein; the Superintendent's performance in meeting these goals and objectives shall be reviewed by the Board annually.

The Superintendent hereby agrees to devote her time, skill, labor and complete attention to this employment during the term of this Contract. All other professional, outside activities and engagements shall be subject to Board review in advance on an ad hoc basis. The Superintendent agrees she will comply with all applicable Michigan Law on conflicts of interest prior to requesting approval to engage in outside activities.

The Superintendent is authorized to manage and supervise the daily operations of the School District, and to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, in a manner, which in her judgment best serves the School District and meets all requirements of state and federal law. The responsibility for selection, placement, supervision and transfer of personnel shall be vested exclusively in the Superintendent, subject to final approval by the Board; and the Board, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

The Board shall provide the Superintendent with periodic opportunity to discuss the Superintendent-Board relationship and shall evaluate her annually and discuss any inadequacy as perceived by the Board.

Throughout the term of this Contract, the Superintendent shall be subject to discharge for good and just cause(s). However, the Board will not arbitrarily or capriciously call for her dismissal and the Superintendent shall have the right to written charges, notice of hearing, and a hearing before the Board. No discharge shall be effective until written charges have been served upon her and she shall have the opportunity for a hearing before the Board, if requested, within ten (10) days of the written notice. If the Superintendent chooses to be accompanied by legal counsel at the hearing, she will assume the cost of her legal expenses.

The Superintendent shall be encouraged to belong to appropriate professional organizations at the local, state and national level, the actual dues of which shall be borne by the Board, up to the amount of \$1,000.00 per year (i.e. Michigan Association of School Administrators (MASA) American Association of School Administrators (AASA), Saginaw County Superintendents Association. The Board expects the Superintendent to continue in professional development and expects her to participate in all relevant learning experiences, including attendance at state and local conferences of said organizations including expenses. The Superintendent may request approval for conference expenses or costs but the Board shall have the right to approve or disapprove conference expenses. Request for conference expense reimbursement must be approved prior to attendance.

III. COMPENSATION

The Board agrees to pay the Superintendent a salary of \$95,000.00 per year commencing on July 1, 2011.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract. Any salary adjustment shall not reduce the annual salary below the figures stated above. Any adjustment in salary made under the terms of this Contract shall be in the form of an amendment and shall become a part of this Contract.

- A bonus of \$1000 will be paid for each school that achieves Adequate Yearly Progress (AYP). Payable after official State notification.

IV. RETIREMENT

The Board agrees that it will pay on behalf of the Superintendent to the State of Michigan Public Employees Retirement Board an amount consistent with the statutory guidelines provided for the other personnel and based upon her salary.

V. FRINGE BENEFITS

A. **Vacation Days.** The Superintendent shall be entitled to 23 days vacation each year. It shall not be cumulative.

The Superintendent shall have the same legal holidays, as those provided for the Central Office Staff.

B. **Sick Days.** The Superintendent shall be granted 1.5 days sick leave for every month worked per year, cumulative to 140 days. In addition, upon retirement or severance, any unused sick days beyond 50 shall be compensated at the rate of \$25.00 per day. In the event of long-term disability, if the Superintendent lacks sufficient cumulative days of sick leave to satisfy the waiting period for disability to commence, the Board may, in its discretion, grant sufficient sick leave days to satisfy the waiting period required under the long-term disability insurance policy. There shall be no compensation for unused sick days that are granted due to the above disability clause.

C. **Insurance.** The Superintendent shall be entitled to the health insurance provisions as provided by the Board for Central Office staff consisting of:

<u>Health</u>	<u>MESSA – Choices II</u>
Long Term Disability	66 2/3% - \$6,000 maximum 90 calendar days - Modified Fill Pre-existing condition waiver Freeze on offsets Alcoholism/Drug - 2-year limitation Mental/Nervous - same as any other illness
Negotiated Life	\$75,000 with AD&D
Vision	VSP-3

Dental

100/80/80: \$2,000

- D. **Reimbursement of Expenses.** All district car travel expenses will be reimbursed at the IRS approved rate via written request with documentation.
- E. **Personal Business Days:** Two (2) days per year shall be provided the Superintendent each year for legal, household or family matters which require absences during the school day.
- F. **Cellular Phone:** The parties agree that the Board shall provide the Superintendent with a District issued cellular phone.
- G. **Pro-ration of Salary in Event of Termination or Resignation.** The parties agree that if the Board terminates this Contract for "good and just cause(s)," as defined herein, or Superintendent should resign, the Board will pay a pro-rated salary for any portion of any term that Superintendent has served prior to the termination. The non-renewal of the contract shall be governed by Section 1229 of the School Code, M.C.L. 380.1229.

VI. RESIDENCY

In order to maintain a high degree of availability and oversight of activities, as well as to insure that the needs of students, parents and staff of the district are well attended to, the Superintendent recognizes that residence within the geographic boundaries of the district is desirable. Therefore, the Superintendent intends to make reasonable effort to secure her residency within the geographic boundaries of the district if economically feasible and practical after the first year of employment and provided that her contract has been renewed or extended.

VII. MISCELLANEOUS

A. Indemnification. The Board agrees, as a condition of this employment contract that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal procedures brought against the Superintendent in her individual capacity, or in her official capacity as an agent and employee of the School District provided the incident(s) arose while the Superintendent was acting within the scope of her employment. If the Superintendent requests an additional or alternative attorney other than legal counsel appointed by the School District, the School District shall not be obligated to contribute more than \$25,000.00 towards the payment of the additional or alternative attorney fees. If a conflict exists under legal criteria as regards to the defense to such claim between the legal position of the Superintendent and the legal position of the School District, the Superintendent may engage legal counsel, in which event, the Board shall indemnify the Superintendent for the cost of said legal defense.

The Board shall provide liability insurance for the administrator to provide for legal expenses in defense of claims and for judgments for any action growing out of her functioning, and reimburse her for any portion of such expense and judgments not covered by insurance, provided however, all claims and judgments result from actions in which the Superintendent is acting within the scope of her employment, but will not provide protection for any criminal act, or acts which are clearly beyond the established policies and regulations of the Bridgeport-Spaulding Community School District, the State Board of Education of Michigan, and the laws of the State of Michigan.

- B. Tenure in Administrative Position.** It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in this position, or as an administrator in any other position within the School District.
- C. Prior Employment Agreements.** Upon the execution of this Contract, the Board and the Superintendent agree that all prior written employment agreements between the parties are expressly terminated and of no legal effect.
- D. Modification.** This Contract may only be modified by a subsequent written agreement executed by the same parties or their successors in office, following official Board approval. Oral promises or covenants between the parties, whether made prior to or after the execution of this Contract, shall not modify any provisions of this Contract and shall be of no legal effect.
- E. Entire Agreement.** The parties expressly agree that this is their entire Contract. All prior oral agreements, covenants or understandings between the parties are merged in this Contract.
- F. Severability.** The parties agree that in the event any provision or statement in this Contract is held invalid by a court of competent jurisdiction, the remaining provisions or statements of this Contract shall remain intact and in effect.
- G. Applicable Law and Forum.** This Contract shall be governed by and is subject to all applicable laws of the State of Michigan, rules and regulations of the State Board of Education, and rules, regulations and policies of this Board, all of which are made a part of the terms and conditions of this Contract as though set forth herein.
- H.** Any claim, dispute or controversy arising out of or relating to employment and/or cessation of employment shall be settled exclusively by final and binding

arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. By way of example only, such claims include claims under federal, state and local statutory or common law, such as the Elliott-Larsen Civil Rights Act, MCL 37.2101 et seq, the Older Workers Benefit Protection Act of 1990, the Persons with Disabilities Act, MCL 37.1101 et seq., the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort.

The purpose of this agreement is to provide the undersigned with a forum in which claims or disputes with the District may be resolved by mediation and/or arbitration rather than litigation. This agreement does not restrict you from filing a claim or charge with any state, federal or other governmental administrative agency. Rather, this agreement applies only to local, state or federal court proceedings.

The undersigned acknowledge:

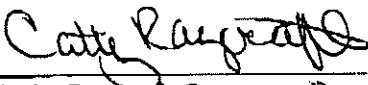
1. This agreement is binding on them, as it requires mandatory arbitration of any and all disputes arising from or related on employment with the Bridgeport-Spaulling Community School District.
2. They are waiving their right to a judicial forum and agree that any and all disputes arising from or related to employment with the Bridgeport-Spaulling Community School District shall be subject to mandatory mediation and/or arbitration.
3. The appointed arbitrator shall have the authority to award whatever relief would be available in a court of competent jurisdiction under the law. The arbitrator shall issue an opinion and award setting forth a summary of the issues, including the type(s) of dispute(s), the damages and/or other relief requested and awarded, a statement of any other issues resolved, and a statement regarding the disposition of any statutory claim(s).

The Superintendent acknowledges that this agreement to mediate and/or arbitrate any and all employment-related disputes between them is a condition of the Superintendent's employment and/or continued employment with the District.

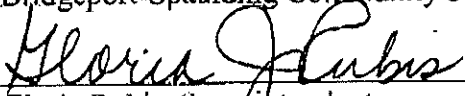
Dated: June 13, 2011


 Robert Lange, President, Board of Education
 Bridgeport-Spaulling Community Schools

Dated: 06-16-11


 Cathy Raycraft, Secretary, Board of Education
 Bridgeport-Spaulling Community Schools

Dated:


 Gloria Rubis, Superintendent