

**ST. JOSEPH COUNTY ISD  
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**



This agreement made this 18<sup>th</sup> day of June 2012, by and between the Board of Education of the St. Joseph County ISD in the State of Michigan (hereinafter called the Board) and **Barbara Marshall** (hereinafter called the Superintendent), that pursuant to Section 1229 of the revised school code, the Board in accordance with its action as found in the minutes of the board meeting held on the 18<sup>th</sup> day of June, 2012, has and does hereby employ said Superintendent from July 1, 2012 through June 30, 2015 on a schedule of 260 contract days per year.

1. Barbara Marshall represents that she is duly and legally qualified to act as Superintendent in the State of Michigan and will maintain all certificates and credentials required by law including regulation of Department of Education and the Board. If Superintendent fails to maintain these credentials this contract shall be terminated and the Board shall have no further obligation here under.
2. Barbara Marshall agrees that during the term of the contract she will perform the duties of Superintendent in a competent and professional manner and that she will faithfully observe the rules, regulations, policies and directives issued by the Board of Education.

Extension: Following the evaluation of the Superintendent in March, the Board of Education, may take official action determining whether or not the contract is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless altered by the Board of Education.

Duties:

The Superintendent shall serve as Chief Executive Officer and Chief Administrative Officer of the Board. She shall be entitled to:

- a. Present her recommendations to the Board on any subject under consideration by the 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 the authority to organize, re-organize and arrange the administrative and supervisory staff including business affairs, which in her judgment best serve the district.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval of the Board.

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The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendations.

The Superintendent agrees to and shall, during the term of this agreement, devote her time, attention and energy to the position of the School District. The Superintendent shall use vacation leave to perform outside activities such as consulting to other districts or educational agencies, lectures, engage in writing activities and speaking engagements and she shall retain any compensation or honorarium paid. In no case will the District be responsible for any expense attendant to the performance of those outside activities.

3. It is mutually understood and agreed:

- a. This contract shall be effective as of the 1<sup>st</sup> day of July, 2012, with a salary of One Hundred Fifty Nine Thousand Four Hundred and Seventy Five Dollars (\$159,475) for the 2012-2013 school year. The Boards' philosophy includes the concern expressed nationally that compensation be based upon satisfactory performance. Said salary and fringe benefits contained in this contract shall be renegotiated at no less than stated, prior to the end of the 2013 contract year.
- b. The Superintendent shall be reimbursed mileage and other necessary expenses incurred at the local, state and national level in connection with her duties. In addition she shall be granted mileage reimbursement at the current IRS rate for travel within and outside St. Joseph County. Any expenses incurred due to traveling must be detailed receipts in order to be reimbursed. The Board shall pay Professional memberships in organizations and associations relating to the district and the duties of the Superintendent. The Board shall reimburse the Superintendent for all reasonable expenses received for successfully completing academic courses or State Board CEU's relating to her duties including tuition, text books, mileage, meals and other necessary costs but not to exceed six (6) semester hours or eighteen (18) CEU's per contract year.
- c. The Superintendent shall be granted at no cost, full family health insurance equal to the current medical plan benefits or in-lieu of health and including full family dental and vision insurance, long term disability insurance, group term life insurance of \$200,000 with \$300,000 AD&D, and professional liability insurance.
- d. Paid sick leave benefits shall be granted at 15 days per year with unlimited accumulation. Accumulated sick leave may be utilized prior to the implementation of long term disability benefits. In the event there is not adequate accumulated sick leave to meet the terms of the long-term disability plan, the Board shall grant required days to the Superintendent. The Board agrees to pay the difference between benefits and full salary for up to 150 days. A physical examination shall be required by the Board every other year (or) as requested by the Board (Board to pay costs not covered by Health Insurance). Thirty percent (30%) of accrued sick leave will be paid at daily rate up to a maximum of 20 days upon retirement.
- e. The Superintendent shall be granted vacation time of 45 days per contract year.

Vacation time will be paid at daily rate per allocated number of days accrued upon separation of this contract. Vacation time must be used within 18 months from the date it is earned. The Superintendent is also entitled to 14 paid holidays and 2 personal days per contract.

- f. This contract and/or the performance of service there under do not confer tenure on the Superintendent or any other administration position in the district.
  - g. The Board will also pay for a personal laptop and various remote technology access for personal and business use.
  - h. The Board will pay for a wellness stipend up to \$1,300 per school year.
4. Indemnification and Hold Harmless:
- a. The 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 her individual capacity, or in her official capacity as agent and employee of the ISD, provided the incident arose while Superintendent was acting within the scope of her employment.
  - b. The Board of Education shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her 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 the Superintendent against such demands, claims, suits, actions and legal proceedings.

#### Amendment

This amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing duly adopted and executed by both parties.

#### Termination Provisions

- A. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have 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, she may have legal counsel at her own expense.
- B. In the event of termination of this contract due to the death of the Superintendent, the Board shall pay her beneficiary or beneficiaries her salary and all transferable fringe benefits for a period of not less than ninety (90) workdays.
- C. In the event of termination of this contract through mutual consent, the Superintendent shall

be entitled to compensation as mutually agreed upon.

Dispute Resolution

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 hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the 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.

Evaluation

The Board shall evaluate the Superintendent in writing during March of each year. The evaluation shall be presented to and discussed with the Superintendent by the President of the Board of Education. Before the commencement of each year of this agreement, the Board and Superintendent shall meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled board meeting. At the time of the annual evaluation the Board will develop a compensation package.

Residence

It is a requirement from the Board that the Superintendent will reside within St. Joseph County. In addition to this the Superintendent must reside within 20 miles of the county boundaries. In witness of this contract, we have set our hands and seals on this day and year.

St. Joseph County ISD Board of Education

By Joseph Buschman President of the Board 6/18/12 Date

By [Signature] Treasurer of the Board 6/18/12 Date

By Barbara Marshall Superintendent 6-18-12 Date

This contract was approved by a vote of the Board of Education at a public meeting on March 19, 2012, and the Board action has been made a part of its minutes.