

BYRON AREA SCHOOLS
Superintendent of Schools

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Employment Contract between
Patricia Murphy-Alderman
and the
Byron Board of Education

The Board of Education of the BYRON AREA SCHOOLS (hereinafter "Board") and PATRICIA MURPHY-ALDERMAN (hereinafter "Superintendent") enter into this employment agreement on the following terms:

I CONTRACT TERMS

- A. The Board agrees to employ Patricia Murphy-Alderman in the position of Superintendent of Schools. Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner in accordance with the policies and regulations of the Board and the laws and regulations of the State of Michigan.
- B. The Board agrees to employ the Superintendent for the term of three (3) years, commencing June 1, 2012. This contract shall be automatically extended for successive periods of one year after each June 30 unless the Board gives notice by April 1 of that year of its intent not to extend or renew the contract. At that time, this contract shall become a two (2) year agreement (and then a one (1) year agreement the following year) with no automatic extension or renewal provisions for the subsequent years.
- C. Superintendent represents that she holds and will maintain any applicable certification requirements by law to perform her duties as Superintendent of Byron Area Schools, all of which are conditions of continued employment.
- D. The Board will pay the Superintendent a base salary of \$102,000 payable bi-weekly for the 2012-13 academic year (July 1, 2012 thru June 30, 2013). The Board will pay the Superintendent for services during the months May 2012 and June 2012 using a per diem rate ($\$102,000 \div 260$ days). The Board has agreed to pay the Superintendent up to 20 days of work (dates to be mutually agreed upon) during these transition months. Superintendent shall also receive \$3,000 annually payable to one of the District's participating §403(b) providers. As detailed in Schedule "A" attached hereto, Superintendent may be paid an additional amount in the above-referenced §403(b) at the end of each contract year for a specific goal attainment. Compensation for subsequent years of employment shall be mutually agreed upon by Superintendent and the Board, and must consider job performance and job accomplishments as significant factors in determining adjustments to Superintendent's performance. The Board retains the right to increase the annual salary of the Superintendent during the term of this contract.
- E. In the event the Superintendent wishes to terminate this Contract, written notice must be given to the Board of Education ninety (90) days prior to leaving or she shall forfeit any right to payout for unused vacation time. By mutual agreement between the Superintendent and the Board, this contract may be terminated at any time with conditions of final separation to be mutually determined between the two parties. Upon separation of the Superintendent during any fiscal/contract year, her salary and annuity shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services were rendered during the contract year. The Board shall remit any amounts due the Superintendent upon separation to her as soon as such amounts can diligently be determined and processed.

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II EVALUATION

The Board will conduct a formal evaluation of the Superintendent no later than March 15 of each contract year using criteria and an evaluation process mutually agreed to by the Board and the Superintendent, provided that all such criteria and process must be consistent with law, including Section 1249 of the Revised School Code.

At the request of the Superintendent, the Board may also meet with the Superintendent on a quarterly basis to evaluate her performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act.

III TENURE

The Superintendent shall not obtain nor acquire tenure in this or any other administrative position with the Byron Area Schools as a result of employment by the District.

IV PROFESSIONAL LIABILITY

In light of the unique nature of the professional duties of the Superintendent, the Board shall provide, at its expense and option either professional liability insurance, or legal counsel and indemnification for any legal action which may result from her actions in the course and within the scope of her employment as Superintendent. This shall not apply to indemnification or insurance for any liability arising from criminal activity or intentional wrongdoing, including intentional discrimination in violation of any state or federal law, constitution, or common law.

V TERMINATION

A. The Board may terminate this contract at any time for any reason that is not arbitrary or capricious, without further liability. This shall include, but is not limited to:

1. Unwillingness or inability to satisfactorily or effectively perform duties and tasks as assigned;
2. Loss of required license or certification;
3. Misconduct;
4. Conviction of or pleading "no contest" to a felony or serious misdemeanor;
5. Neglect or abandonment of duty

The above standards shall not be applicable to non-renewal of this contract at its expiration as provided by Section 1229 of the Revised School Code.

B. No termination or discharge shall be effective until written charges have been served upon Superintendent and she has been given an opportunity for a fair hearing before the Board after a minimum ten (10) days of said written notice. Said hearing shall be public or private at the option of the Superintendent. At such hearing, Superintendent may have legal counsel at her own expense.

C. The Board, at any time, may require a medical examination of the Superintendent's ability to perform the essential job functions as assigned, at the District's expense.

VI HOLIDAYS, VACATION, and LEAVE TIME

A. Holidays include the following: July 4; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day; December 24, 25, 31; January 1; President's Day; Good Friday (if scheduled as a non-staff day); Memorial Day. Holidays which fall on Saturday or Sunday shall be observed on Friday or Monday, respectively, provided school is not in session.

B. The Superintendent shall be entitled to twenty-five (25) days of vacation, accumulative to a maximum of sixty (60) days. The Superintendent may elect to be paid out, based on the per diem rate of her current salary, for no more than 10 unused vacation days per year. Upon retirement or severance from the District, Superintendent shall be entitled to the

payout of any accumulated vacation days based on a per diem rate of current salary ÷ 260 days.

- C. Superintendent shall be entitled to twelve (12) annual sick days, four (4) of which may be used for personal business. Sick leave may accumulate up to a maximum of 90 days. If Superintendent has exhausted her sick leave, the District will grant additional paid days, up to a maximum of thirty (30) days per year. In the event an illness qualifies for long-term disability (LTD), the number of days needed to qualify for LTD will be granted.

VII FRINGE BENEFITS

- A. The Superintendent shall be entitled to the following benefits from the first day the Superintendent reports to work. The District will make premium payments for the Superintendent and eligible dependents (as defined by the health carrier as selected by the District) for enrollment in the following insurance programs:

Pak A:

Administrator shall be entitled to the insurance coverage, per carrier selected by the Board of Education, with benefits and premium contributions equal to those provided teachers under the current BEA contract.

Health:	MESSA Choices
OV/UC/ER Copay:	\$10/\$25/\$50
RX Drug Copay:	SaverRx
Deductible:	In-\$200/\$400, Out-\$400/\$800
Riders Included:	XVA2
Dental:	100% Class I; 60% Class II; 60% Class III; 50% Class IV \$1,500 Class I, II & III Annual Max \$1,500 Class IV Lifetime Maximum Riders: 2 Cleanings
Vision:	VSP 2
Life:	\$100,000 with AD&D
Long-Term Disability:	66 2/3% (60 Calendar Day – Modified Fill) Benefits shall begin after the exhaustion of the employee's accumulated sick leaves or expiration of 60 calendar days of disability.

If Superintendent declines Pak A, Superintendent shall be eligible for the following benefits:

Pak B:

Dental:	100% Class I; 60% Class II; 60% Class III \$1,500 Class I, II & III Annual Max \$1,500 Class III Lifetime Maximum
Vision:	VSP 3
Riders:	
Life:	\$100,000 with AD&D
Long-Term Disability:	66 2/3% (60 Calendar Day – Modified Fill) Benefits shall begin after the exhaustion of the employee's accumulated sick leaves or expiration of 60 calendar days of disability.

- B. Cash in Lieu: In addition to Pak B, Superintendent will receive cash in lieu of health insurance of \$150 per month, if Superintendent does not elect health insurance coverage under Pak A.

- C. The Board of Education shall be responsible for providing insurance information including applications and claim materials.

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- D. In the event the Superintendent is disabled through an injury or illness covered by Worker's Compensation, all employee insurance benefits shall continue for the duration of the disability equal to the number of years the Superintendent has been employed by the Board of Education, but not less than one (1) year. Benefits may be extended at the discretion of the Board of Education.
- E. In the event the Superintendent dies during the contract year, and providing the policy permits continued dependent coverage, the Board of Education shall continue payments of the applicable premiums through the end of the contract period.
- F. In the event the Administrator terminates employment with the district, the Administrator, spouse, and dependent children should be entitled to continued coverage, at the Administrator's expense, if the qualifying event is due to termination of employment or a reduction of hours. This continuation of coverage shall be in accordance with the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

VIII ORGANIZATIONS AND REIMBURSEMENT

The Board shall reimburse the Superintendent for the amount of the annual dues of one local service organization in which she may elect to join, and for two professional organizations. She shall also be reimbursed for her other reasonable expenses incurred in connection with her duties as Superintendent in accordance with Board policies.

The Superintendent may attend appropriate professional meetings at local and state levels after giving the Board appropriate notice, and shall be reimbursed for her reasonable expenses up to \$2,500.00 per year as provided by Board policy.

Superintendent shall use District vehicles on school business when such vehicles are available. For use of personal vehicles, mileage will be reimbursed at the rate provided by Board policy.

IX GOVERNING LAW

This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

This represents the complete Agreement between the parties. There are no other agreements or understandings, verbal 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 representatives and the Superintendent.

By Patricia C. Murphy-Alderman
Patricia Murphy-Alderman
Superintendent of Schools

Date: 5-21-12

By Randy Madley
President
Board of Education, Byron Area Schools

Date: 5-21-12

By Michelle P. Guise
Secretary
Board of Education, Byron Area Schools

Date: 5-21-12