

LINCOLN CONSOLIDATED SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

This Contract of Employment, hereinafter "Contract", is entered into this 4th day of May, 2011 by and between the **Board of Education of the Lincoln Consolidated School District**, hereinafter "Board" and **Ellen Bonter**, hereinafter "Superintendent", according to the terms and conditions hereinafter set forth. This contract supersedes all contracts, including, but not limited to, the current Interim Superintendent Contract.

1. TERM OF EMPLOYMENT:

The School District, by Board of Education action taken on June 13, 2011, appointed and employed Ellen Bonter as Superintendent of the School District for the term of three (3) years commencing July 1, 2011 and ending June 30, 2014 "Termination Date" subject to the further provisions of this Contract. If the Board does not provide written notice of the non-renewal of the term of this Contract by April 1 of each year (or the last date required by Michigan law for non-renewal of a school superintendent employment contract), the term of this Contract will automatically renew for an additional one (1) year period.

2. DUTIES AND RESPONSIBILITIES:

Superintendent shall competently perform the duties and responsibilities of the position of Superintendent of Schools as required by law and as established by the Board and shall implement the Board's education program and policies during the entire term of this Contract. Superintendent shall competently perform such administrative duties as may be assigned from time to time by the Board. Superintendent represents that she is duly and legally qualified to perform the duties of the position of Superintendent of Schools; that she will possess and maintain such qualifications at all times during the term of this Contract; that she is competent to perform the duties for which she is hired and is possessed of the requisite skill and knowledge to enable her to do so; and that she will faithfully serve and be regardful of the interests of the District during the term of this Contract and will undertake no other employment without the express written permission of the Board. Notwithstanding the foregoing, Superintendent is authorized to speak at educational conferences provided that she uses accrued vacation time for that purpose and the engagement does not conflict with her duties under this Contract.

3. CONTRACT VALIDITY:

This Contract shall not be valid unless Superintendent shall have such qualifications for the position of Superintendent of Schools as required by law and

established by the Board at the time the contractual period shall begin, and this Contract shall terminate if Superintendent shall at any time fail to possess and maintain any such qualifications.

4. **TENURE EXCLUSION:**

Superintendent is hereby expressly excluded from acquiring tenure in any administrative position to which she may be assigned. In no event shall the failure of the District to continue or re-employ her in any capacity be deemed a discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.

5. **EVALUATION:**

Annually, but no later than the 1st day of April each year during the term of this Contract, the Board intends to meet with Superintendent to review and evaluate her performance in accordance with Board policy based on the District's key areas of effectiveness, as well as any other appropriate areas of consideration (including compensation and fringe benefits). A formal, written evaluation will be prepared.

An informal evaluation will be done by the Board during November/December of each year. This informal evaluation will not be a written document.

6. **NON RENEWAL OF AGREEMENT:**

The decision whether to renew or not to renew this Contract, with or without cause, is solely within the discretion of the Board. However, in the event that the Board decides not to renew this Contract, prior written notice of such non-renewal shall be given to the Superintendent at least ninety days (90-days) prior to its then current expiration date. In the event the state of Michigan revises the statutory minimum notice period required for non-renewal of this Contract, that amended notice period shall replace the 90 day requirement contained herein.

The Superintendent may terminate this Agreement by providing at least a ninety-day (90-day) written notice to the Board. At its option, the Board may waive all or part of the requirement for the Superintendent to give the Board notice.

Unless there exists Cause (as defined herein) to terminate this Contract, Superintendent shall be entitled to compensation based on a non-renewal equal to that to which she would be entitled if terminated without Cause under Section 12 hereof. Superintendent shall not be entitled to any compensation or benefits after the expiration of the term of this Contract (or any extensions of this Contract), or after the effective date of termination in the event the Contract is terminated by Superintendent.

7. **RESIDENCY:**

The Board strongly encourages the Superintendent to maintain residency within twenty-five miles of the School District during the length of this contract.

8. **COMPENSATION:**

For the 2011-2012 school year, the Board of Education shall pay to Superintendent a base annual salary of \$130,000.00. Base salary for each succeeding year under this Contract shall be established by the Board, after discussion with the Superintendent, on or before June 30th preceding the beginning of each succeeding year. Increases in compensation or additional pay shall be approved after consideration of Superintendent's job performance and job accomplishments, but such increase (if any) shall be attributed to services to be performed by the Superintendent during that succeeding year after approval by the Board.

In the first contract year, the Board will pay a relocation expense stipend of \$2500.00 provided the Superintendent relocates within twenty-five miles of central administration offices.

9. **BENEFITS:**

Superintendent is entitled to the specific benefits as set forth in the attached "Appendix A." To the extent those benefits are described in plan documents, the terms of the applicable plan documents shall control in the event of any discrepancy with this Contract.

10. **PROFESSIONAL GROWTH:**

Superintendent shall be reimbursed for the actual and necessary expense incurred for attendance at educational conferences and conventions or for the cost of conducting official school business, including without limitation reimbursement for automobile mileage expense at the highest rate allowed by the IRS for use by employees computing the deductible cost of operating an automobile for business purposes, subject to approval of the Board. Reimbursable expenses must be presented by the Superintendent in an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the Board and in conformity with the applicable rules and regulations of the Internal Revenue Service.

Membership dues to professional organizations recognized by the Board, which shall include Superintendent's membership in the Michigan Association of School Administrators (MASA), shall be paid by the Board in the amount not to

exceed \$1,500.00 in the aggregate per school year. The Board will also reimburse Superintendent for expenses not to exceed \$1,000.00 for her professional growth opportunity in the MASA Courageous Journey Cohort 4 program for enhanced Superintendent credentials, but only if and to the extent those funds can be paid using the District's Federal Title II grant for Superintendent professional development.

11. VACATION, HOLIDAYS AND PERSONAL BUSINESS DAYS:

The Superintendent shall receive twenty-five (25) vacation days per fiscal year on a monthly accrual basis. Vacation days require sufficient notification to the Board President and emergency contact information will be on record. Vacation days shall be taken within one year of the year earned. The Board encourages Superintendent to use her vacation days. The Superintendent shall not be compensated for unused vacation days (either during the Contract or upon termination or expiration thereof) and unused vacation days may not be carried over to the following year.

Twelve (12) holidays per year shall be provided to Superintendent. They are: Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, the day after Christmas, the day before New Years Day, New Years Day, Good Friday, Easter (floating holiday), Memorial Day, and July 4th. Should the above holidays fall on a Saturday or Sunday, Superintendent shall have the option of considering Friday or Monday as the holiday.

Superintendent will be entitled to use up to forty (40) sick days over the three-year duration of this Contract. The Superintendent shall not be compensated for unused sick days (either during the Contract or upon termination or expiration thereof).

Superintendent shall be granted three (3) personal business days for each year of the Contract term. Such leave days shall be used for business or personal obligations, which cannot reasonably be scheduled at a time which does not conflict with the performance of the Superintendent's duties. The Superintendent shall not be compensated for unused personal business days (either during the Contract or upon termination thereof) and unused personal business days may not be carried over to the following year.

Superintendent shall be entitled to paid bereavement days in accordance with the policies contained in the District's then current collective bargaining agreement for its administrators bargaining unit. The Superintendent shall not be compensated for unused bereavement days (either during the Contract or upon termination or expiration hereof).

Leaves for reasons other than those set forth in this section must be approved in advance by the Board. Leaves not specifically defined herein will be handled on a case-by-case basis.

12. TERMINATION OF CONTRACT:

Termination by Board with Cause.

This Contract may be terminated by the School District at any time for "Cause," which shall be defined as follows: (a) violation by Superintendent of any rules, regulations, directives or policies of the Board of Education of the School District, (b) violation of any of the terms of this Contract, (c) misconduct, incompetence, or lack of legal qualification; (d) if Superintendent, at any time, (i) is indicted for, convicted of, or enters a plea of guilty or nolo contendere to a felony, or any misdemeanor involving moral turpitude; (ii) engages in acts of dishonesty or other acts which make Superintendent the subject of public disrepute, contempt, scandal, ridicule; or reflect unfavorably on Lincoln Consolidated Schools; or (iii) conducts herself in such a manner as to injure or endanger the reputation of Lincoln Consolidated Schools; (e) in the event the Superintendent becomes Disabled (as defined herein); or (f) for any other legal and just cause.

The term "Disabled" shall mean the Superintendent's inability to perform the essential job duties and functions of her position, with or without a reasonable accommodation, for a period of three (3) months (subject to any additional leave if required by law).

In the event of a termination with Cause, the Superintendent shall not be eligible to any remaining compensation under this Contract or any severance or accrued but unused sick leave, personal business days, bereavement days and/or vacation days. Termination for Cause shall be without liability for these terms, or for any other compensation, fringe benefits, or damages of any kind.

Termination by Board without Cause.

This Contract may be terminated at any time for any reason or no reason (i.e. without Cause) by giving Superintendent one (1) year written notice of termination. If this Contract is terminated without Cause, the Board may waive all or any portion of the Superintendent's one year of performance but shall pay the Superintendent the remaining balance of her Contract that is due and owing to the Superintendent up to a maximum of one year. Other than as set forth herein, the District shall not be liable for any other compensation, fringe benefits, or damages of any kind as a result of a termination without Cause.

In the event of a termination without Cause (or a non-renewal), the Superintendent shall only be entitled to the remaining compensation under this Contract, and shall not be entitled to or any severance or accrued but unused sick

leave, personal business days, bereavement days and/or vacation days. Termination for Cause shall be without liability for these terms, or for any other compensation, fringe benefits, or damages of any kind.

13 TERMINATION UPON EXPIRATION CONTRACT:

Non-Renewal of Contract. The Board of Education, in its sole discretion, and with or without cause, may act to not renew this Contract beyond its stated expiration date, by written notification. Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the stated Termination Date, the terms of this Contract will be extended for one additional year beyond its stated termination date of June 30, 2014, by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL 380.1229(1). Any amendment to those statutory provisions by the Michigan legislature during the term of this Contract shall apply to the terms of this paragraph. The District shall only be liable for compensation, and fringe benefits owed upon a termination without Cause, and shall not be liable, for damages of any kind as a result of the non-renewal of this Contract (including any extensions hereof) other than those earned during the term of the Contract.

THE PARTIES MAY ENTER INTO SUBSEQUENT AGREEMENTS WITH MUTUALLY AGREEABLE TERMS AND CONDITIONS, HOWEVER, THE BOARD HEREBY GIVES NOTICE PURSUANT TO M.C.L.A. 380.1229(1) THAT THIS AGREEMENT SHALL NOT RENEW BEYOND THE TERM SET FORTH IN PARAGRAPH 1.

14. ENTIRE CONTRACT AND UNDERSTANDING:

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 or 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. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent 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. In the event of a conflict between this contract and Board policy, this contract shall control.

15. SEVERABILITY OF PROVISIONS:

If any provision of this 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 in all other respects without said provision(s). If any term of this

Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

16. **"HOLD HARMLESS" CLAUSE.**

In light of the unique nature of the professional duties of the Superintendent, the District shall provide to the Superintendent at no expense to her, legal counsel and representation in any legal action brought against her as Superintendent and either hold her harmless or insure her adequately against all liability that results from her performance in the course and scope of her employment as Superintendent.

17. **EXECUTION OF CONTRACT:**

This Contract is executed by the Board on behalf of the Lincoln Consolidated School District pursuant to the authority granted and contained in the resolution of the Board adopted on June 13, 2011, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract of Employment this 13th day of June, 2011 by affixing their signatures personally or by authorized representatives as follows:

BY: THE BOARD OF EDUCATION

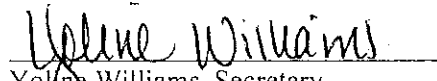
BY: SUPERINTENDENT



Kimberly Samuelson, President



Ellen Bonter, Superintendent



Yolene Williams, Secretary

APPENDIX A

1.00 INSURANCE

The Board shall make premium payments on behalf of Superintendent for the following insurance programs:

1.10 Medical Care Insurance - Self funded plan administered by NGS Coresource.

Rx \$10/\$40

Office Visit \$5 co-pay

In network Deductible \$0 (Cofinity Network)

Non-network Deductible \$250/\$500

See Overview of Benefits for additional information.

1.20 Dental Care - Self funded plan administered by ADN Administrators.

100/90/90/90: \$1,000 annual maximum per year, \$1,500 lifetime benefit for adult orthodontics

1.30 Vision Care Insurance - \$200 benefit per person per year. Vision insurance provider is subject to change at this time.

1.40 Life Insurance - \$50,000 term life.

1.50 Salary Protection - Negotiated Long-Term Disability following the terms of the current District Long-Term Disability policy, currently not less than 60% of income to age 65.

1.51 There will be a limit of 70% of income not to exceed One Hundred Fifty Dollars (\$150.00) per workday for the remainder of the contractual year.

1.52 There will be a limit of 60% (75% monthly pay limit) of income not to exceed Three Thousand Dollars (\$3,000.00) per month pro-rated over a twelve (12) month period to age 65.

1.53 There will be a minimum forty-five (45) working days waiting period, maximum of ninety (90) working days.

1.60 The coverage shall become effective at the beginning of the insurance month that the Superintendent begins her duties.

1.70 The Board agrees to provide the above-mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier.