

## CONTRACT OF EMPLOYMENT

### Superintendent

It is hereby mutually agreed by and between the Bronson Community School District Board of Education (hereinafter Board) and James Modert (hereinafter Administrator) that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Mr. Modert as Administrator from July 1, 2011 through June 30, 2012, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. Administrator represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Administrator. If, at any time, the Administrator fails to maintain all certificates, credentials and qualifications for the position of Administrator as required herein, this contract shall automatically terminate and the Board shall have no further obligations herein.

3. Administrator may be transferred or laid off upon 30 days notice following Board action. If the Administrator is subject to layoff, he/she shall have no further rights or benefits under this contract.

4. The Administrator agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code and the Board. The Administrator shall not engage in acts of moral turpitude at any time during his/her employment.

5. Administrator shall be paid an annual salary of not less than \$109,127 in consideration of his/her performance of the duties and responsibilities of the position of Administrator in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the salary of the Administrator during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this contract.

6. Administrator is employed for a period of 260 days of work per year, July 1 through June 30, as scheduled by the Board. Administrator shall be granted vacation time of 20 days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district at the approval of the Board of Education.

Vacation days shall be approved at the rate of 1/12<sup>th</sup> of the allotment of vacation days per month. In the event that the administrator resigns or the contract is otherwise terminated prior to its stated expiration date, an amount equal to the number of vacation days (if any) taken by the administrator but not yet accrued will be deducted from the administrator's last paycheck (computed on a per diem basis based on an expectation of 240 work days per year).

7. Administrator's performance shall be evaluated by the Board of Education annually and presented to the Administrator in writing no later than March 1 in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Administrator in writing prior to the year of evaluation.

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for good and just cause as determined by the Board including (1) breach of contract, (2) insubordination, (3) inefficiency, (4) moral turpitude, (5) dishonesty, (6) unsatisfactory performance, and/or (7) other reasons as determined by the Board, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him and he 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 Administrator in accordance with state law. At such hearing, he/she may have legal counsel at his/her own expense.

9. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education and is subject to Section 1229 of the Revised School Code. MCL 380.1229.

10. In the event of any dispute between the parties including, but not limited to, nonrenewal or discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, nonrenewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be paid by the Board and Administrator. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Administrator's discharge, nonrenewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

11. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position of Administrator by virtue of this contract or any employment assignment of this school district. The Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

12. Administrator shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Administrator is capable of performing the duties required in his/her assignment. The Board may require the Administrator to 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 mental capacity of the Administrator to perform his/her duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

13. The Board shall provide the Administrator and his/her eligible dependents the following insurances or as determined by the Board:

a) The administrator shall be provided with term life insurance coverage with face value in the amount of this contract then in force, not to exceed \$100,000.

b) The district agrees to provide the administrator with \$15,000 Group Basic Term Life Insurance including an additional \$15,000 Group Accidental Life and Dismemberment Benefit, Group Long Term Disability Income Insurance providing a monthly benefit of 66 2/3% of salary up to a maximum of \$5,000 per month which continues to Social Security Normal Retirement Age, and other benefits of these two options described in the Group Insurance options booklet of the administrator of the plan, Set, Inc. In addition, the administrator may select a Voluntary Short Term Disability plan at his/her own expense offered through the same vendor.

c) No less than all fringe benefits extended to the teachers as a result of the master agreement between the Bronson Education Association and the District shall accrue to the administrator herein contracted. Those benefits are in the nature of: Professional Improvement, Illness or Disability, Leave of Absence, and mileage. Those benefits shall be those in effect at the time of the signing of this contract or such improved benefits as may be extended as a result of a new master agreement between the Bronson Education Association and the District. The District agrees to fully pay for the Administrator's Insurance Program. This program includes the current plan for administrators and support staff through MEBS, Inc. Coverage includes health, dental, vision, prescription drugs, life and accidental death, and dismemberment.

d) Full time administrators who are covered by the policy of a spouse, in the employ of an entity other than the Board, may elect cash-in-lieu of insurance in the amount of \$416.67 per month. The election of this option must take place by completing form B-41 and placing it on file with the Business Office during any open enrollment period. Once an election has been made, the administrator may not change this status until the following election period.

Cash accepted in lieu of insurance is fully taxable. It is a benefit and is not considered as salary for MPERS purposes. Payments will be made twice a year, in the second payrolls of January and June. \*Exception: The benefit provided by this paragraph is not allowable to an administrator whose spouse is employed "full-time" by the district.

14. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Administrator is responsible for assuring completion of all forms and documents needed to receive

the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

15. The Administrator is entitled to the following holidays for which no services to the School District are required:

1. New Year's Day (January 1)
2. Good Friday
3. Memorial Day
4. Independence Day (July 4)
5. Labor Day
6. Thanksgiving Day
7. Friday following Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. New Year's Eve

If the holiday falls on a Saturday, observe Friday, if the holiday falls on a Sunday, observe Monday.

16. If Administrator is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of twelve (12) days per contract year.

17. The Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder and in accordance with Board policy.

18. Administrator 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 expenses to be incurred by Administrator for out-of-district travel shall be submitted for review and approval by the Board. Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. Mileage shall be at the IRS rate.

19. The Board shall pay the dues of the Administrator for membership in State and National professional organizations, as approved by the Superintendent, not to exceed three membership's dues in any one year.

20. The Board agrees to contribute to a Tax Sheltered Annuity, 403(b), an amount equal to 5% of the base administrator's salary. The contribution shall be made monthly at the rate of 1/12<sup>th</sup> of the annual total. The contribution shall be made to a vendor selected by the administrator from the board approved list of vendors. The annuity is a fringe benefit and is not to be considered wages or compensation. No FICA or retirement will be paid on this amount and it shall not count as "compensation" for retirement purposes.

21. This contract of employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of the Administrator 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 employment of the Administrator by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be

valid or binding unless it is in writing and signed by the Administrator and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Administrator 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 such time or at any other time.

22. 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 this agreement to any party.

23. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year noted.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent

**BRONSON SCHOOL DISTRICT BOARD OF EDUCATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

R:Admin Contracts/2011 and Beyond/James.Modert