

**UNION CITY COMMUNITY SCHOOLS
Superintendent Contract
2012 - 2015**

This AGREEMENT made as of the date hereinafter set forth by and between the UNION CITY COMMUNITY SCHOOLS acting by and through its Board of Education, hereinafter called the "Board" and Patrick J. Kreger, hereinafter called the "Superintendent";

WITNESSETH:

I. QUALIFICATIONS:

The Superintendent will demonstrate that he possesses sufficient credentials required by the State of Michigan and the job description to qualify for this position.

II. AGREEMENT PERIOD:

This Agreement shall begin on July 1, 2012 and shall continue in effect through June 30, 2015.

A. This Agreement will be reviewed annually.

III. CONDITIONS OF EMPLOYMENT:

The Superintendent shall:

A. Perform those duties required by the State School Code;

B. Act as an advisor to the Board on matters pertaining to the school administration of the District;

C. Inform the Board of significant administrative action taken on its behalf;

D. Recommend, effect, or cause to be effected, the policies and programs of the Board;

E. Faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive officer of the District.

IV. LENGTH OF AGREEMENT:

- A. **CONTRACT EXTENSION** - The Board shall, on or before March 31, of each ensuing year, take official action determining whether or not to extend the contract 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 renewed for an additional year.
- B. **NON-RENEWAL** - The Board shall give the Superintendent such notice of non-renewal of contract as may be required by law.
- C. **EARLY TERMINATION** - This Agreement, or any extension may be terminated prior to the expiration date if the Superintendent shall:
 - 1. Fail to possess or continue to possess any qualifications required by law;
 - 2. Be convicted of a felony or of a crime involving moral turpitude;
 - 3. Resign on the giving of one hundred twenty (120) days written notice, or such other period as shall be mutually agreeable;
 - 4. Materially breach the terms of this Agreement;
 - 5. Be unable to perform the duties of the position by reason of disability for a period of one hundred eighty (180) days;
 - 6. Die; or
 - 7. Be determined by the Board that for good and just cause, the best interests of the District would be served by early termination.
 - a. No discharge shall be effective until written notice has been served upon the Superintendent and he shall have an opportunity for a fair hearing before the Board.

- b. Said hearing shall be public or in closed session at the option of the Superintendent.
 - c. The Superintendent may have legal counsel at his own expense present at the hearing.
 - d. If this Agreement is terminated early due to discharge, compensation and benefits will continue until a termination package is negotiated and agreed upon by both parties.
- D. If this Agreement is terminated early by reasons of events in number 1, 2, 3 or 4 above, the Superintendent shall be compensated for days worked only unless otherwise provided by this Agreement or State or federal law.
- E. If this Agreement is terminated early by reason of the disability of the Superintendent, the compensation shall be continued for the short term and long term disability insurance qualification period but not longer than sixty (60) days. The Superintendent, at his option, may use any or all accumulated sick, personal and vacation days to maintain the salary amount. After exhausting accumulated days, the Superintendent shall be placed on non-paid leave under the long term disability insurance policy, and shall continue to collect long term disability throughout the disability.
- F. If this Agreement is terminated early by reason of the death of the Superintendent, the salary shall be continued for sixty (60) days.
- G. If the Superintendent is paid compensation which is in excess of compensation earned to the date of termination of employment, the Superintendent agrees to reimburse the Board in an amount equal to such unearned compensation.

V. TENURE:

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but 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.

VI. MEDICAL EXAMINATION:

The Superintendent may have a comprehensive medical examination once each year at Board expense, by his family physician or a physician of his choice. The report of the examination shall be delivered exclusively to the Superintendent.

VII. COMPENSATION:

The Board agrees to pay the Superintendent for his services during each year of the contract in twenty-six (26) substantially equal installments unless otherwise agreed to by the parties. The salary shall be reviewed annually and is subject to upward revision only by agreement of the parties.

- A. The Michigan Public School Employees Retirement shall be paid by the Board.
- B. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent.
- C. Upon successful completion of five years of service as the Superintendent, the board will purchase one (1) year of retirement through the Michigan Public School Employees Retirement System. Upon successful completion of each subsequent five (5) years, the board will purchase an additional year.

VIII. LONGEVITY

The Superintendent will be eligible for longevity compensation, as a cash or annuity option, for continuous successful service with the District based on the following schedule:

Beginning Year	15	\$300 (12-13)
	15	\$325
	16	\$350

Each successive year will increase by \$25 per pay.

*Administrative Date of Hire-7/20/98 (Supt. date of hire 7/1/07)

IX. ANNUITY:

The Superintendent shall annually receive a tax-sheltered annuity in the amount of **\$200.00** per pay.

- A. The Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-sheltered annuity program of the Superintendent's choosing.
- B. Annuity payments will be deposited with the annuity company within one week of the pay period received.

X. PROFESSIONAL EXPENSES:

The District shall reimburse the Superintendent for all reasonable expenses for travel, meals and lodging resulting from the performance of his duties as Superintendent.

XI. INSURANCE:

The Board shall provide the Superintendent with the following insurance programs:

- A. HEALTH CARE INSURANCE - The following insurance plan will be provided to the administrator (and their eligible dependents) who has a need for health insurance.
 - 1. Health
 - a. Blue Cross/Blue Shield: Flex Blue Plan 4 HRA (Health Reimbursement Account)
 - Rider FB-OCSM-24 (Chiropractic)
 - Rider FB-RM100 and FB-PC500M (Preventative)
 - b. Deductibles: (Reimbursed)
 - c. \$5 co-pay on all prescription drugs.
 - d. The employee will contribute anything in excess of the state allowed insurance cap. It will be contributed in 26 equal payments. For the 2012-13 school year, this contribution is \$1126.
- B. ANNUITY OPTION - If the Superintendent's spouse has health insurance, he may elect to receive, in addition to the dental, vision and life insurance benefits described below, a dollar amount equal to but not to exceed the amount of the single subscriber premium rate for the health insurance. This

dollar amount may, at the election of the Superintendent, be applied toward any insurance carrier options chosen by the Superintendent and offered by the District or may be received as a cash option under the terms of the Union City Community Schools Cafeteria Plan. If the Superintendent elects to receive this cash option he may separately direct this dollar amount to a tax-sheltered annuity Section 403b of the Internal Revenue Code offered by the District as a voluntary and elective contribution made through salary reduction.

1. If the annuity option is chosen by the Superintendent it shall remain in effect for the life of this Agreement, except that in the event of unforeseeable circumstances, such as death, divorce or layoff, which would cause the Superintendent or dependents not to be covered by health insurance, the health care insurance option may be chosen.
- C. DENTAL CARE INSURANCE - Dental care insurance will be provided for the Superintendent and his eligible family.
- D. VISION INSURANCE - A basic vision insurance plan will be provided for the Superintendent and his eligible family.
- E. LONG TERM DISABILITY - A long term disability plan will be provided for the Superintendent.
- F. LIFE INSURANCE - A term life insurance and accidental death insurance plan equal to the Superintendent's salary will be provided for the Superintendent.

XII. COMPENSATED LEAVE:

- A. The Superintendent shall receive twelve (12) sick leave days per year.
 1. Sick leave days may be accumulated to two hundred (200) days.
- B. Up to five (5) days, without loss of pay, may be used upon the death of a spouse, child, parent, grandparent, grandchild, or brother or sister of the Superintendent or his wife.

1. Additional time deducted from sick leave days may be used.
- C. Upon retirement or termination of employment, after five (5) or more years of service to the District in an administrative capacity, the Superintendent shall be compensated at the rate of fifty (\$50) dollars per day for unused sick leave days, accumulated up to two hundred (200) days.

XIII. PERSONAL BUSINESS LEAVE:

- A. The Superintendent shall receive three (3) personal business days per year.

XIV. HOLIDAYS:

- A. The Superintendent will be entitled to the following eleven (11) paid holidays:

Fourth of July	Christmas Day
Friday before Labor Day	New Year's Day
Labor Day	Two (2) floating days during winter break
Thanksgiving Day	Good Friday
Day after Thanksgiving	Memorial Day

- B. When the scheduled holiday falls on a Saturday or Sunday, the Superintendent will be entitled to a holiday the Friday before or the Monday following the holiday.

XV. VACATION:

- A. The Superintendent shall receive twenty (25) vacation days with pay annually.
1. These days shall be in addition to the eleven (11) holidays recognized by the District.
 2. Vacation days shall be taken at such time as shall be mutually agreeable to both parties.
 3. The Superintendent may carry up to twenty (20) days from one fiscal year to the next fiscal year.

4. Upon leaving the District, any unused vacation days shall be reimbursed, within thirty (30) days, at the Superintendent's daily per diem pay.
5. If the Superintendent is required to work during his vacation period, he may elect, with the approval of the Board President or the Board, to be compensated at his per diem rate instead of carrying the days over to the next fiscal year.

XVI. EVALUATION:

The Board shall evaluate the Superintendent in writing at the February Board of Education meeting, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

- A. The Superintendent may request the evaluation take place in closed session in accordance with Board policy and the Open Meetings Act.
- B. The evaluation will serve a dual purpose:
 1. To provide a sound basis for administrative improvement.
 2. To provide an objective measure of administrative effectiveness.
- C. If the Superintendent has been found deficient through the evaluation process, based upon the established performance standards, an action plan may be created by the Board President or Board with input from the Superintendent. The action plan may include goals, indicators of achievement, a timeline for the indicators to be accomplished and positive and/or negative consequences for the achievement of the indicators.
- D. Before the beginning of each school year, the Board President and Superintendent should meet to discuss and determine the performance standards for that year.

XVII. LEGAL PROTECTION:

The Board shall provide the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent. This section does not indemnify or save harmless the Superintendent if said actions are determined to result from negligence, misfeasance, or malfeasance.

XVIII. MILEAGE ALLOWANCE:

The Board shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his vehicle in conducting business associated with the position of Superintendent.

- A. The Superintendent shall submit a monthly mileage reimbursement request to the Business Office.

XIX. PROFESSIONAL DUES:

The District shall pay the membership dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the District is located, as well as other appropriate affiliations.

- A. The District shall pay the membership in a local community organization of the Superintendent's choice.

XX. PROFESSIONAL DEVELOPMENT:

The District shall pay all reasonable expenses incurred by the Superintendent in attending local, state, or national professional conferences and/or meetings.

- A. The Superintendent may enroll in classes that are directly related to his responsibilities at an accredited college or university. The Superintendent shall receive 90% tuition reimbursement at the time of the registration for classes taken through the Calhoun Intermediate School District or a college or university located in Michigan.
- B. The Superintendent will be allowed to attend one National Conference per year.

XXI. DISPUTE RESOLUTION:

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning either of the parties' rights or obligations as defined pursuant to this Agreement, the Superintendent shall have the right to a fair hearing as provided by Board policy.

XXII. BREACH:

In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this Agreement null and void.

This Agreement and any subsequent agreement shall not be in conflict with the laws, policies, or administrative guidelines as mandated by the State of Michigan.

This Agreement was approved by a vote of the Board at a public meeting on June 28, 2010 and the Board action has been made a part of the minutes.

Superintendent Salary:	2012 - 2013	\$104,040
	2013 - 2014	Negotiated
	2014 - 20145	Negotiated

This AGREEMENT shall be in effect until June 30, 2015.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals:

Superintendent:

For the Board:

Patrick J. Kreger

President -Jean Goodrich

Date

Date

**UNION CITY COMMUNITY SCHOOLS
Superintendent Contract
2012 - 2015**