

CONTRACT OF EMPLOYMENT

Superintendent

It is hereby agreed by and between the Board of Education of the Ionia Public Schools district (hereinafter "Board") and Patricia Batista (hereinafter "the Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 18th of October, 2010, has and hereby does employ the said Patricia Batista for a period commencing on July 1, 2011 and ending on June 30, 2016, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto.

2. The Superintendent represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education to serve in the position of Superintendent. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position of Superintendent, as may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position of assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

3. The Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. The Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.

4. As part of the 2011-12 fiscal year of this contract, the Superintendent shall receive a ???% wage increase, resulting in the Superintendent being paid at an annual (twelve month) salary rate of not less than One Hundred Twenty Thousand Two Hundred Sixty One and 00/100 Dollars (\$120,261.00). This salary this in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The annual salary shall be paid in equal bi-weekly installments beginning with July 1, 2011. Each successive year's salary shall be paid in equal installments over that fiscal year.

The Superintendent shall annually receive an amount equal to \$5,500 in recognition of her advanced degree of Doctorate of Education, with compensation to be made on the last pay period in June.

The Superintendent will be compensated for vacation days not taken as these will become actual work days. The Superintendent shall be paid for up to ten (10) days at per diem rate on the last pay period of June. Each successive year one (1) vacation day may be added for reimbursement up to a maximum of ten (10) vacation days now actually worked.

Upon retirement or resignation, the superintendent shall be paid at per diem rate for 50% of the unused sick days and 100% of unused vacation days.

All per diem reimbursements within this contract will be based upon a 230 contract rate of pay or a daily rate of $1/230 \times$ salary.

The Superintendent shall be compensated annually Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) for in-district travel.

The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of 33 days per fiscal year. If all vacation days are used by the Superintendent she may apply to the board for 2 additional days.

The day following the three sets of parent teacher conferences will also be considered as (3) additional vacation days. There will be no carry-over of, or additional compensation for, these days if unused.

The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board President.

The Superintendent will be compensated for vacation days that have been worked. A maximum of five (5) days may be carried forward each year, up to a maximum of twenty (20), additional worked days to be compensated at per diem rate.

6. In March of each year during the term of this contract the Superintendent's performance shall be evaluated by the Board, and at that time the Board will consider the extension of this contract for an additional one year period.

7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of the Agreement.

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.

In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

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

8. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period of any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for the following insurance programs:

Health insurance - Full Family Blue Cross Flexible Blue Plan 2

Dental insurance - Delta Dental: 100:90/90/80: \$1,500.00

Term life insurance - \$300,000 AD and D

Vision insurance - VSP-3

Long Term Disability insurance -- 66 2/3% - \$5,000 maximum
90 calendar days - modified fill

Annuity - \$21,500.00 per fiscal year (July 1 to June 30) and subject to IRS contribution limits

12. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract of policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. The Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. Should a holiday fall on a Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

14. If the Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of 12 days per contract year (July 1 to June 30). A maximum of twelve (12) Unused Sick Days maybe carried over each year, up to a cumulative maximum of 200 days.

15. The Superintendent 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 expense to be incurred by the Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. The Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee. Mileage incurred for out-of-district travel shall be reimbursed at the board-approved mileage rate.

16. The Superintendent may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District. The Superintendent shall be eligible for graduate tuition reimbursement for up to two (2) classes per year, providing the classes are related to the job content of the Superintendent.

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

18. The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be not less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

19. In the event of any dispute between the parties relating to discharge of the Superintendent 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 Employment Dispute Resolution 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 other claims advanced by the Superintendent arising from the Superintendent's discharge during the term of this Contract with the exception of any claims of unlawful discrimination based upon state or federal law. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of the Superintendent's discharge. 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 Circuit Court for the 8th Judicial Circuit of Michigan (Ionia County).

20. This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the 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 the 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 such time or at any other time.

21. If any provision of this Agreement 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 without said provision(s).

22. This Agreement is executed on behalf of the Ionia Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on March 21, 2011, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 5/25/11

Dr. Patricia J. Bobala
Superintendent

IONIA PUBLIC SCHOOLS'
BOARD OF EDUCATION

Date: 5/25/11

By [Signature]
President

Cathy Hopson
Secretary

Revised 4-6-2011

May 19, 2011

Addendum to Dr. Patricia Batista's contract for Ionia Public Schools. Dr. Patricia Batista was not compensated for unused vacation days for the 2005-2011 contract years. Contract states "The Superintendent shall be paid for up to ten (10) unused vacation days at per diem rate on the last pay period of June. Each successive year one (1) unused vacation day may be added for reimbursement up to a maximum of ten (10) unused vacation days." And "A maximum of five (5) unused vacation days may be carried over each year, up to a cumulative maximum of twenty (20)." However, Dr. Batista provided additional work hours to service her role as Superintendent and did not receive any compensation towards unused vacations days.

Change in contract language:

Article 4 in the contract states, "The Superintendent shall be paid for up to ten (10) unused vacation days at per diem rate on the last pay period of June. Each successive year one (1) unused vacation day may be added for reimbursement up to a maximum of ten (10) unused vacation days."

The new language will state, "The Superintendent will be compensated for vacation days not taken as these will become actual work days. The Superintendent shall be paid for up to ten (10) days at per diem rate on the last pay period of June. Each successive year one (1) vacation day may be added for reimbursement up to a maximum of ten (10) vacation days now actually worked.

Article 5 in the contract states, "A maximum of five (5) unused vacation days may be carried over each year, up to a cumulative maximum of twenty (20).

The new language will state, "The Superintendent will be compensated for vacations days that have been worked. A maximum of five (5) days may be carried forward each year, up to a maximum of twenty (20), additional worked days to be compensated at per diem rate.

Date: 5/19/11

Dr. Patricia J. Batista
Superintendent

IONIA PUBLIC SCHOOLS'
BOARD OF EDUCATION

Date: 5/25/11

By Candace De
President

Cathy Hopson
Secretary