

**DURAND AREA SCHOOLS
CONTRACT OF EMPLOYMENT - SUPERINTENDENT**

Pursuant to Section 1229(1) of the Revised School Code and in accordance with the action taken by the Board of Education (the "Board") of the Durand Area Schools (the "District") at its June 29, 2011 meeting, the Board employs Cindy Weber (the "Superintendent") for a three-year period beginning July 1, 2011 and ending on June 30, 2014, according to the terms and conditions described below:

1. **Duties.** Cindy Weber shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

2. **Qualifications.** The Superintendent represents that she possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of her continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

3. **Performance.** The Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent pledges to use her best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of her responsibility. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board.

4. **Performance Evaluation.** Using criteria and a process mutually agreed upon by the Board and the Superintendent, the Superintendent's performance shall be evaluated by the Board annually. The Superintendent's evaluation shall be based, in part, on progress towards meeting goals and objectives, which are to be presented, in writing, to the Superintendent by April 30th for the ensuing school year. As part of the evaluation process, the Board and the Superintendent shall meet quarterly during the contract year to dialogue about the Superintendent's progress in meeting goals and objectives. The Board's written evaluation shall be presented to the Superintendent no later than April 30th. The Superintendent shall notify the Board, no later than March 1 of each year, of its obligation to perform this evaluation.

5. **Compensation.** The Superintendent shall be paid at an annual (12-month) salary rate of not less than One Hundred Eight Thousand One Hundred Fifty Dollars (\$108,150) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- A. The Board retains the right to adjust the Superintendent's annual salary during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above.
- B. 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 Superintendent and the Board, shall become a part of this Contract.
- C. The Board shall contribute to an annuity plan selected by the Superintendent in an amount of Three Hundred Dollars (\$300) per month. The Superintendent has sole responsibility to select, establish, and maintain this annuity.

6. **Reimbursed Expenses.** The Superintendent shall be eligible to be reimbursed for expenses related to the use of electronic communication devices for District purposes, as well as for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board.

- A. Reimbursement of expenses related to electronic communication devices shall reflect invoiced amounts and shall not exceed One Hundred Dollars (\$100) per month.
- B. Any expense to be incurred by the Superintendent for out-of-district travel shall be submitted for review and approval by the Board or its designee.

7. **Professional Development.** Subject to approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board, including: American Association of School Administrators, Michigan Association of School Administrators, National School Public Relations Association, Michigan School Public Relations Association, Association for Supervision and Curriculum Development, International Society of Technology Education, National Staff Development Council, National School Personnel Association, local organizations, and M.A.S.A. Region XI. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, and reasonable meal expenses for herself not prepaid by the Board.

Superintendent may enroll in and be reimbursed for one (1) approved, accredited college course during the contract year that provides advancement in a degree program that enhances the employee's skills and capabilities for the Durand Area Schools.

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

- A. Health insurance: MESSA Choices II (Pak A)
- B. Dental insurance: MESSA Choices II (Pak A/B)
- C. Term life insurance: MESSA Choices II (Pak A/B)

- D. Vision insurance: MESSA Choices II (Pak A/B)
- E. Long Term Disability insurance: MESSA Choices II (Pak A/B)

9. **Insurance Contracts.** 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 (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. 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.

10. **Errors and Omissions Insurance.** 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 coincide with the limits provided in the District's liability and property pool insurance coverage. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation shall be limited to the payment of premium amounts for the above errors and omissions coverage.

11. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of twenty-five (25) days per contract year, which shall not accumulate beyond forty (40) days.

- A. The Superintendent shall not receive any additional compensation in lieu of vacation days without the express written agreement of the Board.
- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation.
- C. The Superintendent shall notify the Board President of selected vacation days.

12. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the District is required: 4th of July, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day.

13. **Authorized Absence.** If the Superintendent is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of fifteen (15) days per contract year. Unused paid leave days shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of the Superintendent.

14. **Disability.** In the event of the Superintendent's mental 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) as to the necessity for the leave.

- A. 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.
- B. The Superintendent may request a ninety (90) workday unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis 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 Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- D. Before any 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 is precluded by the Family and Medical Leave Act.
- E. The parties agree that the Superintendent's position is a "key employee" position as prescribed by the Family and Medical Leave Act.

15. **Medical Examination.** 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.

- A. Upon the Board's request, 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.
- B. 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 confidential.

16. **No Tenure in Position.** The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred 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.

17. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act), shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

18. **Dispute Resolution.** In the event of any dispute between the parties relating to the Superintendent's termination during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and implementation of the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes administered by the American Arbitration Association. Arbitration under this provision shall be conducted under the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq.* and MCR 3.602.

- A. The parties intend that this process of dispute resolution shall include all contractual and statutory claims advanced by the Superintendent and arising from the Superintendent's discharge during the Contract term including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief.
- B. This agreement to arbitrate waives the Superintendent's right to adjudicate discrimination claims in a state or federal court judicial forum, but does not restrict the Superintendent from filing a claim or charge:
 - (i) With a state or federal agency (*i.e.*, the Michigan Department of Civil Rights or the Equal Employment Opportunity Commission), or
 - (ii) For unemployment compensation or workers' compensation.
- C. This agreement to arbitrate does not waive any statutory rights or remedies in the arbitration proceedings. The parties have the right to representation by counsel, the right to appoint a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing.

- D. The Board and Superintendent shall share the arbitrator's fee and the costs imposed by the American Arbitration Association equally.
- E. 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 termination. The Arbitrator's Decision and Award shall be final and binding, and judgment thereon may be entered in the Circuit Court for the 11th Judicial Circuit of Michigan (Shiawassee County).

19. **Termination for Cause.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of this Contract.

- A. The foregoing standards for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- B. In the event that the Board undertakes to dismiss the Superintendent during the term of this Contract, the Superintendent 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 contractual obligation.

20. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the Superintendent's employment. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent, is terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. 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.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

21. **Voidability.** 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 without said provision(s).

22. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on June 29, 2011, the same being incorporated herein by reference.

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

SUPERINTENDENT

Date: June 29, 2011

Cindy Weber

DURAND AREA SCHOOLS
BOARD OF EDUCATION

Date: June 29, 2011

Michael Rexin
Board President

Date: June 29, 2011

Steven LePage
Board Vice President

Date: June 29, 2011

Kristen Pletscher
Board Secretary

Date: June 29, 2011

Andrew Zick
Board Treasurer

Date:

Kasey Fiebernitz
Board Trustee

Date: June 29, 2011

Paul Mayers
Board Trustee

Date:

Al Perry
Board Trustee