

BOYNE FALLS PUBLIC SCHOOLS
Superintendent/K-12 Administrator's Contract

This contract entered into this 20th day of June between the Boyne Falls Board of Education, hereinafter called the "Board," and Cynthia Pineda, Superintendent/K-12 Administrator, hereinafter called "Superintendent."

WITNESSETH

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such a capacity for the school district including, but not limited to those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board as to the administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the administrative sections of the school system and the Boyne Falls Public School District.

2. TERMS

The Board agrees to employ Cynthia Pineda as Superintendent of its school district for the term of (2) years from July 1, 2016, to June 30, 2017 and July 1, 2017 to June 30, 2018. The Superintendent's work year will consist of 260 days.

The Board shall review this contract with the Superintendent annually, and shall, on or before February 28 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify her of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year. However, the Superintendent must remind the Board of their aforementioned obligation under this clause in writing no later than February 15th of each year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. 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 Tenure Act.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the Boyne Falls Public School District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expenses and judgments not covered by insurance. In no case will individual Board members be considered

personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state and national levels; the expenses of said attendance to be paid by the district. The Board shall reimburse the Superintendent's tuition expenses not to exceed three semester hours of academic credit per contract year.

These hours must be successfully completed. These activities must be pertinent to her professional responsibilities to the district. These activities require prior Board approval.

7. PROFESSIONAL DUES

The District shall pay the association dues of the Superintendent for the Michigan Association of School Administrators, Michigan Association of Secondary School Principals as well as other appropriate affiliations as approved by the Board.

8. COMPENSATION

The Board agrees to pay the Superintendent for her services during each year of said contract in equal installments agreed to by the parties. Salary compensation for school year 2016-2017 shall be \$97,000.00. The salary compensation increase for the 2017-2018 school year shall be commensurate with other employee groups.

The superintendent shall also receive as compensation for 2016-2017, a Tax Sheltered Annuity in an amount equal to 10% of the annual salary. The Tax Sheltered Annuity compensation for 2017-2018, shall be equal to 10% of said salary for that year.

9. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- Health, dental, vision, and long term disability insurance, equivalent to other professional employees.
- Group Term Life Insurance of 2 times the salary amount for the Superintendent and dependent coverage.
- Thirteen (13) sick days per year to be accumulated to a total of 120 days. Sick bank days shall begin with 60 days commencing with the 2014-2015 contract. Upon retirement, the Board shall reimburse the Superintendent or beneficiary for the number of accumulated sick days at the time of retirement at the rate of twenty five dollars (\$25.00) per accumulated day, not to exceed 120 such days.
- Thirty (30) vacation days per year not to be accumulate unless mutually agreed upon by the parties. If employment is terminated by either party prior to the completion of the contract year, vacation days will be prorated on the length of service of the contract year in which employment is terminated. Up to five (5) unused vacation days may be rolled over to the following year.
- Four (4) personal days per year.
- Three (3) days of bereavement leave, not to be deducted from sick leave.
- The following official holidays will be provided the Superintendent: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.

10. TRANSPORTATION

The Board will compensate the Superintendent \$200.00 per month for travel.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she 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 Superintendent. At such hearing, she may have legal counsel at her own expense.

12. DISPUTE RESOLUTION

In an event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbiter's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the cost of such respective representation.

13. BREACH

In the event of a breach of contract 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.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year below written.

By William Cousu Date 6-27-16
Board President

By Cynthia Fuede Date 6-27-16
Superintendent