

CONTRACT OF EMPLOYMENT
PEWAMO-WESTPHALIA COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS

THIS CONTRACT IS MADE AND ENTERED INTO the 9th day of June, 2015, between the Board of Education of the Pewamo-Westphalia School District, hereinafter referred to as the "Board of Education" and Dr. Garth Cooper, as Superintendent, hereinafter referred to as the "Administrator".

1. **TERM.** This contract shall take effect on the 1st day of July, 2015, and continue in force thereafter through the 30th day of June, 2020, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES.** The Administrator represents that he meets all Michigan and the State Board of Education requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Superintendent, as directed by the Board of Education, in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education. The position of Superintendent is a full-time, full year position.
3. **EVALUATION.** Annually, but no later than the 1st day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent. A copy of the written evaluation shall be delivered to the Superintendent. The Administrator shall have a right to make written reaction or response to the evaluation. This response shall become a permanent attachment to the Administrator's personnel file. Within thirty (30) days of delivery of the written evaluation to the Administrator, the board shall meet with him to discuss the evaluation.

The evaluation shall include an improvement plan that will include specific recommendations for areas of needed improvement, for all instances where the Board deems performance to be unsatisfactory. The criteria for determining if the Administrator has satisfactorily made improvements in the areas of concern will be clearly defined in the improvement plan and the Board will assess the progress made towards improvement in a special review conducted six months after the implementation date of the plan.

4. **EXTENSION.** This contract may be extended by option of the Board of Education or by operation of law as follows:
 - A. **Board Option.** No later than June 1, 2018, the Board of Education, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the subsequent school year included in the extension. All other terms and conditions of this contract shall remain unchanged. No later than the 1st day of June of each subsequent year during this term of this contract, the Board may extend the contract for an additional one-year period. The board shall authorize this extension by amending and executing Attachment A. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.
 - B. **Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further actions, be automatically renewed for an additional one year period as provided by Public Act 183 of 1979. The Administrator annually shall advise the Board of Education in writing during the month of January each year, of the upcoming deadline for the notice of non-renewal. If the contract is extended under the terms of section 4(B), the Administrator will maintain the annual salary of his most recently completed contract year.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. **COMPENSATION.** The Board of Education shall pay a salary to the Administrator in equal installments over the course of regularly scheduled payroll dates throughout each fiscal year of employment. The annual amount of compensation will be according to the appropriate salary step specified in the table below. The Board of Education retains the right to assign salary step placement prior to the beginning of each year, but placement shall not be at a step lower than the current salary step placement. In the absence of Board action, the Administrator will advance one step on July 1 of each year of employment. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. Any contract amounts beyond Step 5 are subject to contract extension per the terms of Paragraph 4.

Step 1 (Year 1)	\$90,000.00
Step 2	\$92,000.00
Step 3	\$94,000.00
Step 4	\$96,000.00
Step 5	\$98,000.00

7. **TRANSPORTATION.** The Board of Education shall reimburse the Administrator at a rate equal to the rate identified in the Teachers' contract for use of his automobile in conducting business in accordance with the position of Superintendent of Schools. There will be no mileage reimbursement for travel between the Superintendent's home and his office.
8. **BENEFITS.** During the term of this contract the Administrator shall receive benefits, such as disability leave and retirement benefits subject to the following limitations: first, this paragraph excludes any compensation of benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the basis as changed for full time, professional administrative staff. All benefits are subject to enrollment rules, regulations and contractual provisions including eligibility of the benefit plan provided by the district, including selection by the Board of alternative carriers.

The Administrator is entitled to the following specific benefits:

- A. Cafeteria Plan which includes Full Family Health, Full Family Dental, Full Family Vision Insurance, Long Term Disability Insurance, and Group Term Life Insurance with a policy equal to \$200,000.00. The health co-pays and employee cost-shares will be consistent with those in the teachers' bargaining unit, and also comply with prevailing legislated limits. The Cafeteria Plan provides for cash in lieu of insurance in the same amount defined in the teachers' contract.
- B. The Administrator is afforded an initial sick leave bank of 12 days. At the beginning of each subsequent contract year, 12 days will be added to the Administrator's sick leave bank. Sick leave may be used for reasons as stated in the teachers' contract. Unused sick leave days may be carried over from year to year, with a sick leave bank maximum of 120 days. The Administrator will be paid for any sick days accumulated above the 120 days at the rate of \$25.00 per day. After ten years of service to the Pewamo-Westphalia School District, the Administrator will be compensated at the rate of \$25.00 for each accumulated unused sick day upon termination of their services.
- C. The Administrator is afforded 20 vacation days annually, with leave days awarded on July 1 of each contract year. Unused vacation days may be carried over until July 31 of the subsequent contract year. On the first

pay period in August of each year, accrued vacation days in the Administrator's leave bank in excess of twenty days will be deducted from the bank and paid at one half of the Administrator's daily rate of the previous contract year. If for any reason employment with the district is terminated during the contract year, leave will be prorated according to the length of employment during the contract year. Any vacation in excess of ten successive days must be approved in advance by the Board president.

- D. The Administrator is afforded paid holidays according to Appendix C of the Support Staff contract for Custodial/Maintenance/Grounds/Mechanic employees. The Administrator may use accrued vacation to extend paid holidays, such as during Christmas or Spring break.
- E. District agrees to assume the cost of National and State Association dues incurred by the Administrator. The Administrator shall attend appropriate professional meetings at the local, state or national levels, the reasonable, necessary and receipted expenses of which attendance to be incurred by the district. Attendance at national meetings, overnight conferences, and an initial membership in an organization requires prior Board of Education approval. Michigan Association of School Administrators Association conferences are approved for attendance.
- F. In addition to the compensation listed in Section 6, the Board of Education shall annually provide \$2,500.00 towards a Board Sponsored Annuity on behalf of the Administrator. Payment towards this Annuity will align with regularly scheduled pay periods. The Board may provide additional funds towards a Board Sponsored Annuity in recognition of the successful completion of Board goals, as outlined on Attachment A.

9. SPECIAL PROVISIONS:

- A. The Board of Education agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of this employment and excluding criminal litigations. This provision shall not apply to any legal actions or controversies between the Administrator and the Board of Education.
- B. The Board of Education shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims, any payment of judgments resulting from his functioning as Superintendent, providing his conduct is consistent with the proper performance of his duties, and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

- 10. TERMINATION PROVISIONS.** The Administrator shall be subject to discharge for cause, but the Board of Education shall not arbitrarily and capriciously dismiss him. The Board shall be entitled to terminate the Superintendent's Contract at any time during the term of this Contract for good cause, which includes, but is not limited to, the failure to perform duties of Superintendent, or any act which can be determined to be illegal or immoral (the moral turpitude clause) by reasonable standards. 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. At such hearing, he may have legal counsel at his own expense.

In Witness Whereof, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR

Kathy Wood, President

Date Signed: _____

Dr. Garth Cooper

Date Signed: _____

Kim Thelen, Vice-President

Date Signed: _____

**CONTRACT OF EMPLOYMENT ADDENDUM/EXTENSION
PEWAMO-WESTPHALIA COMMUNITY SCHOOLS
Attachment A**

The Pewamo-Westphalia School Board hereby authorizes this addendum/extension of the employment contract with Dr. Garth Cooper as its Superintendent per the terms of the Contract of Employment.

Contract Term:

The contract of employment with the Superintendent shall remain in effect until June 30, 2020.

Compensation:

The Superintendent shall receive annual compensation according to Section 6 of the employment contract in the amount of \$90,000.00 for the period from July 1, 2015 to June 30, 2016. The Superintendent shall receive annual compensation according to Section 6 of the employment contract in the amount of \$92,000.00 for the period of July 1, 2016 to June 30, 2017. The Superintendent shall receive annual compensation according to Section 6 of the employment contract in the amount of \$94,000.00 for the period of July 1, 2017 to June 30, 2018.

Benefits:

Benefits will be afforded to the Superintendent according to Section 8 of the employment contract, with the following exceptions for the period from July 1, 2015 and June 30, 2020.

1. *Board Goal: The Board encourages the Superintendent to establish relationships with community business leaders, with the goal of collectively creating a Pewamo-Westphalia Chamber of Commerce. Upon successful completion of this Board goal, as determined by the Board, an ~~additional~~ one-time payment of \$2,500.00 will be provided towards the Administrator's Board Sponsored Annuity. This amount is in addition to compensation identified in Section 6, and is in addition to the Board Sponsored Annuity identified in Section 8 (f).*
2. *Other: The Board will provide of up to \$3,000.00 to reimburse the Superintendent's moving expenses, provided that the Superintendent purchases a home and resides within the Pewamo-Westphalia school district boundaries.*

In Witness Whereof, the parties have duly executed this addendum/extension of the Superintendent's Employment Contract.

FOR THE BOARD OF EDUCATION

BY THE ADMINISTRATOR

Kathy Wood, President
Date Signed: _____

Dr. Garth Cooper
Date Signed: _____

Kim Thelen, Vice-President
Date Signed: _____