

**DANSVILLE SCHOOLS
SUPERINTENDENT’S CONTRACT OF EMPLOYMENT**

July 1, 2016 – June 30, 2021

This Contract of Employment, made on the above date, between the Board of Education of the Dansville Public Schools, the County of Ingham, and the State of Michigan (the “Board”), and **Amy R. Hodgson** (the “Superintendent”).

Terms of Employment: The Board agrees to employ the Superintendent, in an administrative capacity as Superintendent of Schools for a term of five (5) years from July 1, 2016 to June 30, 2021. The Superintendent agrees to serve the School District for said period and to fully perform the duties of her position subject to the policies and procedures of the Board, and other regulations, duties, and requirements, imposed by applicable laws and regulations of the State of Michigan.

Compensation: Effective July 1, 2016, the Board agrees to pay the Superintendent an annual base salary of \$109,794 for the Contract year commencing July 1, 2016 to June 30, 2021 and not less than \$109,794 for the subsequent five years (through June 30, 2026).

- A. The Superintendent’s base salary will be considered and reviewed for an increase each year at the time of the Superintendent’s annual evaluation.
- B. One-twenty-sixth (1/26th) of the annual salary will be paid every other Friday; and payments are subject to tax withholding and social security deductions.
- C. No later than July 31st after the completion of the preceding Contract year, the Board shall make a lump-sum payment to the Superintendent based on the following Schedule:

<u>Schedule</u>	<u>Base Pay Percentage</u>
After Year 2	1.00%
After Year 3	2.00%
After Year 4	2.50%
After Year 5	3.00%
After Year 6	3.00%
After Year 7	3.00%
Year 8+	3.50%

This payout shall only take effect if the Superintendent received an annual performance evaluation rating of effective or higher for the preceding Contract year. Further, the Board reserves the right to reduce or withhold this lump-sum payment if, as determined in the Board’s sole discretion, the best interests of the District are furthered by such action.

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 by the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

Duties: The Superintendent agrees, during the period of this Contract, to faithfully perform her duties and obligations in such capacity for the School District including, but not limited to, those duties required by the Michigan School Code and the Board of Education. She shall act in a competent and professional manner in compliance with federal laws and regulations fulfilling the responsibilities and tasks required by the Board to carry out the educational programs and policies of the School District. 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 of significant 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 School District.

Reimbursed Expenses: The Superintendent shall be eligible to be reimbursed for meals, lodging, and such other actual and necessary travel expenses incurred while on official school business in accordance with the per-diem expense and reimbursement procedures established by the Board. Mileage reimbursement will be based on the then-current IRS rate for using a personally-owned vehicle for official school business travel from the District and return to the District. Documentation for all travel expenses shall be provided by the Superintendent.

The fees or dues for State and National Association memberships in appropriate education-related professional organizations shall be reimbursed by the Board. Upon Board approval, the District will pay 50% of tuition and fees to the Superintendent for successful completion of graduate or other approved courses of study.

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 or comparable programs pursuant to Contract.

- A. The administrator shall be provided with the District's Insurance program for each year. If health insurance is not elected, the administrator shall receive \$5335.00 annually. If the administrator does not elector health, dental or vision, he shall receive \$5835.00 annually. The employee is responsible for the required established co-pays and applicable premium contributions. This group benefits package, in its entirety, is located in the Superintendent's Office under the title, "Dansville Flexible Benefits Plan". In the event of the Superintendent's death, the Board will pay for two (2) years, the premiums for full health insurance benefits for the Superintendent's spouse and dependents.
- B. Fully-paid annual group plan term life insurance policy equal to two (2) times the Superintendent's contractual salary.
- C. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability for insurance benefits.

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 coverages, provided that comparable coverage is maintained during the term of this Contract.

- A. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- B. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

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 are as defined in our current policy. 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.

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 eleven (11) sick days and three (3) personal day per Contract year. In addition, the

Superintendent is allowed three (3) bereavement days. Unused paid leave days under this provision shall be cumulative to a maximum of One Hundred Twenty (120) days.

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 as to the need for the leave.

Before any resumption of duty after an unpaid leave of absence and /or for a serious health condition, the Superintendent shall provide to the Board a fitness-for-duty certification from her health care provider. If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, she may be required to provide a second opinion at Board expense. 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.

Medical Examination: Upon request of the Board the Superintendent agrees to a medical examination at School District expense to determine if she is capable of performing 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 Superintendent by the Board shall be job-related and consistent with business necessity. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

Evaluation: The Superintendent will execute the goals of the strategic plan and other goals as developed jointly by the Board and Superintendent. The goals shall be finalized by the July board meeting each year. The Board of Education, no later than the last day of June of each year during the term of this Contract, will review with the Superintendent her performance as Superintendent. An evaluation shall be completed each year prior to the first day of July in compliance with Board policy. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.

Extension: The Board of Education, no later than the last day of March of each year during the term of this Contract, will consider extending the Contract for an additional one-year period. In exercising this option, the Board also shall establish the annual base salary to be paid to the Superintendent for the next school year including any extension period(s) remaining in the contract. The Board of Education in its sole discretion and with or without cause may decline to extend this Contract for an additional year. If the Board does not officially extend this Contract, the Contract will continue to expire on the expiration date specified above.

Tenure: This Contract does not confer tenure upon the Superintendent or any other administrative position in the District.

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. Twenty five (25) days of vacation shall be deemed to have been earned upon the completion of two hundred and fifteen (215) working days. In addition, the District's scheduled Christmas Break and Spring Recess are also vacation periods for the Superintendent.

- A. Up to twenty-five (25) vacation days may be carried over to another Contract year.
- B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of School District business.
- C. While the Superintendent may take vacation days in advance of those that are earned, the Superintendent shall reimburse the Board on a per diem basis for any used but unearned vacation days if this Contract is terminated by either party.

- D. The Board shall pay the Superintendent for any unused but accumulated vacation days upon termination of this Contract, by resignation or retirement, for up to a maximum of forty-five (45) days. This payout shall be at the Superintendent's then-current per diem rate and shall only take effect if the Superintendent has served the School District for at least five (5) years with an annual performance evaluation rating of effective or higher.
- E. Upon written request by the Superintendent by June 30th of the Contract year, the Board shall pay the Superintendent for up to five (5) unused but accumulated vacation days. This payout shall be at the Superintendent's then-current per diem rate and shall be made no later than July 31st of the year in which the request was made. The Board reserves the right to reduce or withhold this unused vacation day payout if, as determined in the Board's sole discretion, the best interests of the District are furthered by such action.

Holidays: Consistent with the School District's calendar and in addition to the vacation time provided, the Superintendent is entitled to the following holidays for which no service to the School District is required and the Superintendent will be paid: Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, President's Day, and Memorial Day.

Termination: The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. If, at any time, the Superintendent fails to maintain the credentials and qualifications as required by the Board at the first date of the signing of this Contract, the Contract shall automatically terminate. The Superintendent represents that she holds all certificates and other qualifications required by law for a superintendent.

Severability: If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

Entire Agreement: This Contract contains the entire agreement and understanding between the Board and the Superintendent as to her employment. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal 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.

 Mike Kapp
 President, Board of Education
 Dansville Schools

 Amy R. Hodgson
 Superintendent of Schools

 Date

 Date