

FOREST PARK SCHOOL DISTRICT ADMINISTRATOR'S AGREEMENT

This Agreement made and entered into by and between the Board of Education of the Forest Park School District, hereinafter called the "Board" and Becky Waters, hereinafter called the "Administrator" or "Mrs. Waters."

WHEREAS, the Board is desirous of employing Mrs. Waters in its public school system as its Superintendent/PreK – 5th Principal; and

WHEREAS, Mrs. Waters possesses the qualifications required under the laws of this State,

NOW, THEREFORE, it is agreed between the parties as follows:

1. **Term of Contract.** The Board agrees to employ the Administrator in an Administrative capacity as the Superintendent/PreK-5 Principal for the term of twenty-two (22) months from September 1, 2011 to June 30, 2013. Flexibility in scheduling the summer and holiday time off may be permitted as long as the 220 days of work are adhered to. There are 220 work days in the 2011-2012 and 2012-2013 school years.

2. **Education Required:** Hold a Master's Degree in School Administration and/or a related field and/or be working towards one in the field of School Administration.

3. Mrs. Waters will serve as Superintendent/PreK-5 Principal for the 2011-2012 school year with the option to return to the position of PreK-12th Principal at the end of her one year term. If Mrs. Waters decides to return to the PreK-12th Principal position, she will notify the Board of Education, in writing, by March 1, 2012 of her intention.

Skills, Experience and Duties Required

Skills & Experience:

- 1) Experience teaching within the K-12th grade levels.
- 2) Must possess supervisory skills and the ability to evaluate of personnel performance.
- 3) Have experience with curriculum development and provide assistance to all staff in the implementation of curriculum.
- 4) Be willing to serve in a mentoring role for new teachers.
- 5) Be willing to help with the day to day operations of a K-12th grade learning environment.
- 6) Have sound technology skills.
- 7) Must be flexible in order to meet the needs of the school district.

Duties: Mrs. Waters agrees to perform faithfully and at a professional level of competence during the term of this Agreement the services, duties and obligations of the position of Superintendent, whether required by this Agreement, the laws of this State, or the rules, regulations, and policies of the Board, as well as those duties which are directed by the Board of Education, all of which may be modified and changed from time to time. These duties include reasonable efforts by the Superintendent to attend school functions.

- 1) Provide and oversee discipline measures of students, as needed.
- 2) Approve all purchase orders while staying within the means of the funds allocated annually for each line item.
- 3) Be involved with parent organizations affiliated with the school district.
- 4) Take ownership in the day to day instruction and make suggestions on ways in which to improve instruction.
- 5) Be a leader in helping to develop a sound professional development plan for district employees.
- 6) Work closely with Administration in helping to organize and run the day to day operations of the school district.
- 7) Act as a voice for the K-12th grade learning environment and relay these ideas to Administration and Board of Education.
- 8) Help with scheduling of field trips, special events, and the Master Teaching Schedule.
- 9) Attend IEPC's at the elementary level and Chair the K-12th grade Special Education Program.
- 10) Chair the District's At-Risk and Title 1 Programs and suggest ways in which to sustain and improve the programs.
- 11) Other duties as assigned by the Board of Education.

(a) Provide the leadership function in the roles described under the term of the contract Pre-K through 12th grades relative to the instruction of pupils and the care and management of the school in compliance with established school board policy;

(b) Participate and assist in general school activities, and promote sound education thinking and practices in the community.

(c) Keep abreast of developments through attendance at administrative conferences or meetings; attend Board of Education Committee meetings/work sessions, and monthly Board of Education meetings.

(d) Make all necessary reports and records required by law or requested by the Forest Park Board of Education.

The Administrator shall be subject to reassignment and/or transfer into a new or different administrative position at the sole discretion of the Board of Education. The Administrator agrees to serve the school district in the position of Superintendent/Pre-K-5th grade Principal or in any other position which she may be assigned and to faithfully perform the duties of that position to the satisfaction of the Board and in accord with the rules, regulations, policies, and educational programs of the Board and the laws and regulations of the State of Michigan, as the same may be changed from time to time.

4. **Professional Certification.** The Administrator represents that she holds or is working towards holding all certificates and other qualifications required by law for her administrative assignment and understands that it is her responsibility to maintain all such required certificates during the life of this contract or it shall become null and void and she agrees to file with the Superintendent such certificates and an official transcript of academic credit prior to the commencement of her service under this contract.

5. **Compensation.** The Board agrees to pay the Administrator for the 2011-2012 school year the amount of Ninety-Two Thousand dollars (\$92,00.00) and a \$1,800 (403b) annually of her choice. The Board shall review and negotiate a salary and annuity increase annually beginning with the 2012-2013 school year. The base salary payment shall be payable in twenty-one (21) installments on a biweekly basis annually. The Board will review the administrator's overall performance at the completion of each year of this contract and an annual salary and annuity increase will be negotiated.

6. **Other Benefits.** The Board shall provide the Administrator with the following paid benefits in addition to the annual salary set forth in Paragraph 4:

a. Vacation days and holidays as specified in the school calendar.

b. Sick leave days in the amount of thirteen (13) for the 2011-2012 and thirteen (13) for the 2012-2013 school years, accumulative unlimited. These sick leave days shall be credited on the first day of each school year. The Administrator however will be credited with the total amount of sick days accumulated during her time employed as a teacher by the Forest Park School District.

c. Personal days in the amount of six (6) days for the 2011-2012 and six (6) days for the 2012-2013 school years.

d. Medical, Dental and Vision Insurance Coverage as selected by the Board. This insurance will cover the Administrator as defined in the policies selected. The Administrator shall be responsible for the same portion of the cost of this insurance as the Board determines appropriate for other Administrative and Teacher Employees of the District. For the 2011-2012 school year the Health Insurance will be covered by MESSA Choices II 10/20 Drug Card, a \$500/\$1000 Medical Deductible; with an employee co-pay premium of 10% of the total annual health care premium costs. Health Insurance plan may change if a similar coverage plan is available and plan and co-pay are agreed upon by all parties. As of July 1, 2011 the employee shall contribute towards the applicable premium at least the amount required by State of Michigan Best Practice guidelines in effect as of such date, or as stated within this agreement, whichever is larger.

e. Full payment of the cost for \$50,000 of term life insurance with AD & D rider. In the event that the Administrator is not insurable under the term life insurance carrier selected by the Board, the amount of the yearly life insurance premium for this amount of coverage will be paid to the Administrator in lieu of this life insurance coverage.

f. Full payment of the cost for Long Term Disability Insurance as covered with benefits as specified under the group plan.

g. Retirement coverage under the MPSERS.

ACCUMULATED SICK LEAVE PAYMENT AT RETIREMENT

<u>Sick Days</u>	<u>Payment Per Day</u>
0-49	\$ 10.00
50-99	25.00
100-149	30.00
150-199	35.00
200-249	40.00
250-299	45.00
300+	50.00

10 years minimum service to District

7. **Deferred Compensation.** The Board, at the request of the Administrator, may withhold from her salary and transfer such sums as she shall designate to a tax-deferred compensation or annuity program of her choosing, provided such program has received prior approval by the Board.

8. **Medical Examination.** The Board will provide, at the district's expense, a medical examination, upon mutual agreement between the Board and the Administrator, or in the event such medical examination is deemed in the best interest of the District due to a physical, medical or mental impairment or disability which interferes with the performance of the duties of the Administrator, upon Board request. The Board may name the examining medical doctor and/or medical facility. The results of such medical examination may be reviewed by both the Administrator and the Board, but will not be reviewed in public without the Administrator's prior consent.

9. **Professional Standards.** The Administrator is encouraged to maintain professional standards by participation in local and state programs, seminars, organizations and conventions, provided such participation can be reasonably expected to benefit the school district and students. Prior to such participation, the Administrator shall obtain the approval of the Superintendent. In order to obtain Superintendent approval of such participation, the Administrator shall provide the Superintendent with information describing the proposed participation, including estimates, as exact as possible, of time and money to be expended. The Superintendent may authorize reimbursement of personal expenses necessary for such participation on the part of the Administrator. If the Administrator shall have the reasonable expectation of receiving any income, compensation, gratuity, prerequisite or emoluments as a result of her participation, she shall be required to disclose her expectation in that regard; at the time she seeks the Superintendent's approval of her proposed participation.

10. **Travel and other Expenses.** The Administrator shall have the reasonable use of a school vehicle, or shall be reimbursed for travel expenses in connection with school-related business, when beyond daily travel by the Administrator to and from school district premises from her residence. The amount of reimbursement per mile shall be that amount set by the Board. Other expenses for which reimbursement is sought shall be those receiving approval by the Board. A request for reimbursement of travel or other expenses shall be submitted to the Board in advance, if possible.

11. **Liability Insurance and Indemnification.** The Board agrees to provide and maintain liability and errors and omissions insurance coverage for the Administrator. The Board will indemnify, defend, and save harmless the Administrator from all claims, suits, and proceedings brought against the Administrator for those acts or omissions which are not intentionally tortuous, within the scope of employment, so far as such protection is lawfully authorized. The Administrator shall indemnify,

defend and save harmless the District from all claims, suits and proceedings brought against the District for intentionally tortuous acts and omissions by the Administrator.

12. Outside Activities. The Administrator shall devote her skill and labor to this employment during the term of the Agreement, provided however, that the Administrator, by agreement with the Board, may undertake consultant work, speaking contracts, or other obligations that do not conflict with the time or purposes with this employment at the Forest Park School District.

13. Exclusion of Tenure. The execution of this Agreement shall not be deemed to grant the Administrator any continuing tenure rights, and it is expressly understood that the Administrator shall not be eligible for continuing tenure in the Administrator's position established by this contract of employment or in any other administrative position to which the Administrator may be assigned hereunder.

It is recognized that said shall not acquire tenure as a principal or in any other administrative capacity. However, it is recognized that said Administrator has acquired tenure as a teacher in the Forest Park School District, and in the event that she desires to return to a teaching position in the Forest Park School District such desire will be honored if:

- A position is open for which she is qualified and certified to teach.
- Her assuming an open position does not violate any terms of the contract agreement with the FPEA/MEA/NEA.
- Upon re-employment as a teacher she will be awarded the full years of seniority accrued while working as a teacher for the Forest Park School District, prior to being employed as an Administrator with the Forest Park School District.

14. Evaluation. The Board will review the performance of the Administrator on an annual basis. This review will normally occur prior to the end of the school year, but must be completed prior to April 1st of the final year of this contract.

15. Termination prior to the end of contract. This contract is terminable at any time during its term for just cause including reasons relating to adverse economic conditions surrounding the District's year to year finances including the 2011-12 and 2012-13 school years. If, during the term of this contract, action is undertaken to terminate this contract for just cause, the Board shall notify the Administrator in writing of the reason(s) for the recommendation of termination. The Administrator shall have the right, upon her written request, to a public or private hearing before the Board concerning the recommendation for termination. Such a request must be received by the Board within (10) days of the Administrators receipt of the Board's notice. If a hearing is requested, the hearing must be held prior to the Board taking action on the recommendation for termination. The hearing need not be conducted using formal trial or evidentiary procedures, but the Administrator will be given a fair opportunity to contest the recommendation for termination.

16. Extension. This Agreement will automatically be renewed for an additional one-year period unless the Board provides the Administrator with written notice of non-renewal at least 60 days before the Agreement's termination date. A written notice of non-renewal shall not be issued unless the Administrator has been provided with not less than 30 days advance notification that the Board is considering non-renewal together with a written statement of the reasons the Board is considering non-

renewal and given an opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The Administrator shall advise the Board of this obligation by March 1st of the final year of this contract.

17. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with Michigan law. It is mutually understood and agreed that all terms, agreements, and covenants herein are severable and that in the event any of them shall be held to be invalid by a competent court, this Agreement shall be interpreted as if such invalid term, agreement, or covenant were not contained.

18. **Complete Agreement.** This Agreement constitutes a complete expression of the terms of the employment agreement between the Board and the Administrator, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Administrator.

ADMINISTRATOR

Becky Waters-Superintendent/PreK-5 Principal

Dated: _____

THE BOARD OF EDUCATION OF THE
FOREST PARK SCHOOL DISTRICT

By: _____
Board President-John Harrison

Dated: _____

By: _____
Board Secretary-Kris Imhoff

Dated: _____