

Superintendent Contract of Employment

**Todd D. Mora
Superintendent of Schools**

2012-2013

1. **This Contract of Employment is agreed to between the Board of Education of the Comstock Public Schools in Kalamazoo Michigan (the "Board"), and Todd D. Mora: Employment Term.** The Board hereby employs Todd Mora as its Superintendent of Schools ("Superintendent") for the period beginning on July 1, 2012 and ending on June 30, 2013.
2. Duties. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner, and to fully comply with the directions and established policies and guidelines of the Board and the Michigan State Board of Education, as well as the Revised School Code of the State of Michigan and other applicable laws, whether now in force or hereafter adopted, and to carry out, or cause to be carried out, the education programs and policies of the Board during the term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality of education and operations of the School District.

The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

In addition, it is understood that the Superintendent shall be the chief executive officer of the district and shall have all of the powers and rights necessary to carry out that role. Although the Board retains ultimate power and authority over decisions affecting the district, the Board shall not unreasonably interfere with the day-to-day operations and decision-making processes of the Superintendent. The Board retains the right to question, approve, or disapprove in its discretion as it deems appropriate the decisions that the Superintendent makes, but shall not insert itself into the day-to-day deliberative processes in which the Superintendent engages.

3. Qualifications. The Superintendent shall hold and maintain, or progress toward obtaining, during the term of this Contract all certificates, credentials and qualifications required by law to accept and fulfill the administrative position as Superintendent of Schools.
4. Compensation. The Superintendent shall receive during the first year of this Contract (July 1, 2012 to June 30, 2013) a base annual salary of One Hundred Six Thousand and 00/100 Dollars (\$106,000). Future salary increases will be based on goal achievement based on mutually agreed upon goals identified by the superintendent and the board of education.

Addendum: Mr. Mora declined to accept the \$4,000 increase in salary and requested that he be allowed to use the money to instead compensate other employees at his discretion. The board approved his request.

5. Annuity Payment. The Board shall provide an annuity payment equal to \$8,000 to a plan qualified under Section 403b of the Internal Revenue Code.
6. Contract Extension\Termination. This Contract may be terminated prior to, or extended beyond, the expiration of the term, as set forth below:
 - a. Automatic Extension. Unless the Board gives written notice to the Superintendent by April 1 of each year of the Contract term that it does not intend to extend the term of this Contract by one additional year, it shall be automatically renewed for an additional one (1) year on terms no less favorable than provided to the Superintendent in the second to the last year of this Contract after such extension
 - b. Automatic Termination. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications as required by law to accept and fulfill the administrative position as Superintendent of Schools, the Board shall terminate this Contract, provided, however, that the Superintendent shall be given thirty (30) days to initially obtain or diligently pursue the requisite certificates, credentials and qualifications, or satisfy new requirements which may be imposed in the future by applicable law.
 - c. Termination in the Event of Disability. The Board may terminate this Contract at any time during its term, or any extension, in the event of the Superintendent's inability to perform substantially all of his duties with reasonable accommodation in accordance with applicable law for a period of one hundred twenty (120) consecutive days or more due to mental or physical disability. Such termination shall be effective one hundred twenty

(120) days after the giving of notice of termination stating the basis or bases for such termination.

- d. Termination for Cause. The Board may terminate this Contract at any time during its term or any extension, for serious misconduct, material misrepresentation, insubordination, material breach of this Agreement, for failure to follow the directions of the Board, or any act of moral turpitude, for conviction of a felony, or conviction of a misdemeanor or civil infraction which reflects negatively on the Comstock Public Schools. The Board may also terminate this Contract for the misuse of the position of Superintendent for personal gain or benefit, falsification of records, performing duties while under the influence of intoxicants or controlled narcotic substances not legally prescribed, or for any act which, in the sole opinion of the Board, is unbecoming of a Superintendent or reflects negatively on Comstock Public Schools. Such termination shall be effective immediately, but pay and benefits shall continue for sixty (60) days after giving of notice of termination stating the basis or bases for such termination.
 - e. Right to Hearing. The Superintendent shall be entitled to an opportunity for a hearing before the Board in the event of a termination under (c) or (d) in this section, as allowed by law. The Superintendent shall be permitted to attend this hearing with a legal representative of his own choosing and at his personal expense.
7. Tenure. It is understood and agreed that this Contract does not confer tenure upon the Superintendent in the above-designated position or in any other position in the District.
 8. Resignation. In the event the Superintendent voluntarily resigns from employment with the District, he shall give the Board at least ninety (90) days advance written notice prior to his last day worked.
 9. Evaluation. The Superintendent shall be evaluated in writing by the Board of Education annually, not later than the 1st day of March each contract year. The District agrees to allow the Superintendent meaningful input in the development of expected outcomes, goals, objectives and other criteria for the Superintendent's annual evaluation, and the development of the evaluation instrument.
 10. Benefits. Attached to this Contract and incorporated by reference is a document entitled "Benefits," which sets forth the benefits that are granted to the Superintendent.

11. Office Equipment. The District shall provide the Superintendent with a laptop computer for business use. Reimbursement of expense incurred in the operation of a computer and/or phone shall be per Board policy for all administrators. All equipment purchased by the District shall remain the property of the District and surrendered upon the termination of this contract.
12. Outside Activities. The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writing, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation or volunteers for non-school related activities, he will be required to use vacation time to cover the time missed from work. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance or the time necessary for the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attributed to the performance of outside activities.
13. Non-Renewal. If the board chooses not to renew the contract of the Superintendent at the end of this agreement he shall be allowed to return to the position of Executive Director of Finance and Operations. The terms and conditions of his contract employment, should he return to his former job, will be not less than when he was last employed in that position.
14. Entire Agreement. This Contract contains the entire agreement of the parties and supersedes all prior negotiations, discussions, promises, understandings and agreements, whether written or oral, between the Superintendent and the Board relating to the subject matter of this Contract. This Contract cannot be altered or amended except in writing, and only upon a majority vote of the Board, which writing must be signed by the Superintendent and by the President and Secretary of the Board of Education. In no event shall this Contract be modified by any oral statements, agreements, commitments or understandings.
15. Notices. Any notices required under this Contract shall be given in writing and shall be effective when personally delivered or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, to the parties at the following address; or such other address as from time to time may be provided in writing by a party to the other party.

If to the District:

Comstock Public Schools
ATTENTION: President of the Board of Education
3010 Gull Road

Kalamazoo, MI 49048

If to the Superintendent:

Mr. Todd D. Mora
7896 Foxwood
Richland, MI 49083

16. Applicable Laws. This Contract shall be subject to all of the applicable laws and statutes of the State of Michigan.

Todd D. Mora
-Superintendent

Date

**Board of Education
of the Comstock Public Schools**

By: _____
Jeffery VanGoeyne
Its: President

Date

By: _____
Richard Hathaway
Its: Secretary

Date

BENEFITS

Superintendent Contract of Employment

2011-2012

1. State Retirement Contributions. The District shall pay one hundred percent (100%) of the Superintendent's contribution to the Michigan Public Schools Employees' Retirement Fund, commonly referred to as the non-contributory plan, during the period of this Contract.
2. Insurance Benefits. The District shall make available and cover all cost for the following insurance benefits to the Superintendent.
 - a) Medical Insurance. The District shall provide medical insurance to the Superintendent through the Board's approved carrier at the approved coverage levels and costs.
 - b) Dental Insurance. The District shall provide dental insurance to the Superintendent through the Board's approved carrier at the approved coverage levels and costs.
 - c) Group Term Life and AD&D Insurance. The District shall make available group term life and AD&D insurance to the Superintendent under the District's group term life and AD&D insurance plan. The group term life and AD&D insurance plan will have a face value equal to three (3) times the salary of - Superintendent.
 - d) Long-Term Disability Income Insurance. The District shall make available long-term disability income insurance to the Superintendent under the District's long-term disability income plan. The long-term disability income plan shall contain the following provisions:
 - i. The District shall continue the Superintendent's full salary during the first 90 calendar days of disability after all unused personal\sick and vacation days have been utilized. For this purpose, disability shall be defined in the same manner as in the disability insurance policy carried by the District which is described in subparagraph (ii) below.
 - ii. After the Superintendent has been totally disabled for a continuous period of 90 calendar days, the disability insurance policy carried by the District shall pay a monthly benefit of 66% of the Superintendent's base monthly salary, or up to a maximum benefit of \$5,555 per month. The monthly benefit shall be reduced by specific income benefits from other sources, and the monthly benefit shall be subject to all the terms and conditions set

forth in the disability insurance policy between the insurance carrier and the District.

3. Flexible Benefits Plan. The District has established and shall maintain a Flexible Benefits Plan for the Superintendent. The Superintendent may defer a portion of his pay to obtain the tax-free benefits offered under the Flexible Benefits Plan. Under current law, the portion of a Participant's benefit dollars which are comprised of pay reductions are not subject to federal or state income taxes, FICA taxes or FUTA taxes. Further, under current law, the portion of a Participant's benefit dollars comprised of pay reductions shall be considered part of the Superintendent's compensation for purposes of the Michigan Public School Employee's Retirement Fund. The following tax-free benefits may be obtained by the Superintendent under the Plan:

- a) Flexible Spending Accounts. The Superintendent may use his benefit dollars under the Flexible Benefit Plan to obtain the tax-free reimbursement of certain qualifying medical and/or dependent care expenses, as defined in the Internal Revenue Code and in the Flexible Benefits Plan.

The Superintendent will receive a Summary Plan Description explaining the provisions of the Flexible Benefits Plan and an election form under which the Superintendent may make desired benefit elections.

4. Expense Reimbursement. The District shall reimburse the Superintendent for all reasonable expenses incurred for job-related meetings, including: materials, meals and other necessary and related costs. The Superintendent may attend, with prior Board approval, yearly education seminars, conferences and workshops.
5. Tuition, Books and Fees. The District shall pay for the superintendent to attend graduate courses related to the requirements to fulfill the role of superintendent of schools. The District will also pay for books and registration fees for the courses approved by the board. All courses will require prior approval of the board.
6. Associations. The District will pay the Superintendent's membership in the following associations:
 - The Michigan Association of School Administrators
 - The American Association of School Administrators
 - Other appropriate leadership organizations as approved by the Board
7. Automobile Allowance. The District shall reimburse the Superintendent for mileage driven for official school business at the current district approved rate.

8. Vacation\Personal Days. The Superintendent shall have twenty (20) days of vacation to use at his discretion and be on call with option to report during Christmas, Easter and mid-winter vacation periods. Vacation\Personal days must be taken before the subsequent school year and cannot be carried over into the next year or paid out as an annuity without prior approval of the Board.
9. Sick Days. The Superintendent shall be allocated up to a total of twenty (20) days per year to be used for personal or family illness during each contract year. Unused days will be allowed to accumulate to a maximum of ninety (90) days. The board reserves the right to seek medical verification for any illness.
10. Bereavement. The Superintendent shall be allowed to take up to five (5) days of bereavement leave in accordance with the following guidelines, namely: the death of spouse, father, mother, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law or child of the -Superintendent.
11. Jury Duty. The Superintendent shall be allowed time off for jury service or for court appearance which cannot reasonably be scheduled outside the school day when subpoenaed as a witness in connection with any criminal proceedings or any litigation.

If the Superintendent is subpoenaed as a witness in connection with any civil proceedings not arising out of the performance of the -Superintendent's professional duties for the District, the -Superintendent shall be entitled to use personal\sick days to the extent available. In all other cases described above, the Superintendent shall be entitled to receive regular compensation, without deduction of leave days, less any fees paid. The Superintendent shall return to his duties whenever his attendance in court is not required.

12. Legal Representation. The Board shall indemnify and defend the Superintendent in the event he\she becomes a party or is threatened to be named a party in any civil suit for acts or omissions occurring while in the course of his employment and while acting within the scope of his authority as Superintendent. Whenever a judgment for damages is awarded against the -Superintendent as a result of a civil action for personal injuries or property damages caused by the Superintendent while in the course of his employment, and while acting within the scope of his authority, the Board shall pay, settle or compromise the judgment and pay all expenses related to the litigation, including reasonable attorney fees of Board-selected counsel. The Board represents that it currently maintains an insurance policy which covers the Superintendent, subject to the terms, exclusions and limits of that policy. The terms, exclusions and limits of such coverage are subject to modification from time to time in the discretion of the Board.

13. Holidays. The Superintendent will have the following paid holidays:

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| 1. Labor Day | 6. New Years Eve Day |
| 2. Thanksgiving | 7. New Years Day |
| 3. Friday after Thanksgiving | 8. Memorial Day |
| 4. Christmas Eve Day | 9. July 4 th |
| 5. Christmas Day | |