

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

This Superintendent's Contract of Employment ("Contract") is entered this **11th day of July, 2012**, by and between the **BOARD OF EDUCATION OF THE CALEDONIA COMMUNITY SCHOOLS** (hereinafter the "Board") and James Randall Rodriguez (hereinafter the "Superintendent").

1. Term. This Contract shall take effect on the 1st day of August, 2012, and continue in force through June 30, 2015, subject to extension and termination as set forth below.

2. Extension. Unless the Board gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the Contract's termination date, this Contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Revised School Code. The Superintendent shall advise the Board in writing of this obligation during the month of March 2013. Any period of extension of this Contract shall be paid at the same rate as is in effect at the time of the extension, unless the Board and the Superintendent mutually agree to a different rate of compensation which would include job performance and job accomplishments as significant factors in determining the rate. The decision not to renew this Contract is at the sole discretion of the Board.

3. Qualifications. The Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Superintendent will be given a time period of correction of up to 6 months as long as it does not violate Michigan licensing requirements. If upon completion of the time period of correction the requirements are still not met, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

RECEIVED JUL 23 2012

4. Assignment and Duties. The Superintendent is subject to assignment and transfer to another position of employment in the School District at the discretion of the Board after a review and report on the superintendent's performance and goals with the Superintendent. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. It is understood that the Board may revise, change, or modify the duties of the Superintendent at any time. The Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Contract. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District. In the event of a reassignment, the superintendent will maintain the current compensation package of the Superintendent's contract.

5. Compensation.

a. Salary. The Board agrees to pay the Superintendent during the term of this Contract in accordance with Board policies and procedures. Compensation for the period between August 1, 2012 and June 30, 2013 shall be at the rate of One Hundred Fifty One Thousand Dollars (\$151,000 prorated 1st year for 11 months) per year. The board shall determine any salary increase to be paid during the term of this Contract taking into consideration job performance and job accomplishments as significant factors in determining the rate. The work year shall be for 52 weeks per year except for a vacation period for five (5) weeks plus the holiday schedule as listed in the Administrative Team contract Article 6.0 and 6.1.

b. Benefits. The Superintendent shall be afforded the same insurance coverages and other fringe benefits as specified in the Group Agreement with the Caledonia Administrative Group. The Superintendent shall contribute through payroll deductions the premium cost for health insurance necessary to satisfy the requirements of Michigan Public Act 152 of 2011. This is detailed in the Group Agreement with the Caledonia Administrative Group.

c. Professional Development. Subject to prior approval of the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or meal expenses for himself in relation thereto not prepaid by the Board. The annual budget for such conferences shall be set by the Board. The board agrees to pay

for nine (9) credit hours of Administrative courses per fiscal year.

d. Organizations. The Superintendent's membership and dues in appropriate regional, state and national professional organizations approved by the Board.

e. Retiree Life Insurance Benefits. If the superintendent retires from Caledonia Community Schools with 5 or more years of administrative service to the District, Caledonia Community Schools will provide the superintendent with a retiree life insurance benefit. The retiree life insurance benefit will be a continuation of the term life insurance policy provided to the superintendent while employed by Caledonia Community Schools, as specified in the Group Agreement with the Administrative Group. The benefit will be provided until the superintendent attains age 70. Caledonia Community Schools will pay the premium for the retiree policy, up to an annual maximum of 50% of the premium cost or \$75.00 per month, whichever is greater. The superintendent shall be responsible for any remaining cost.

6. Outside Activities. The Superintendent may undertake non-district related activities (e.g. consultative work, speaking engagements, teaching, writings, lecturing) provided prior approval is received from the Board. If the Superintendent receives compensation for such 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 attendant to the performance of outside activities.

7. Evaluation. The Board shall evaluate the Superintendent's performance no later than February 28th each year during the term of this Contract in accordance with Board policy. The evaluation process shall include but is not limited to a conference with the Superintendent.

Evaluation of the Superintendent's performance will include, but is not limited to, the following factors:

- a. Student growth as measured by national, state, or local assessments and other objective criteria.
- b. Leadership in education.
- c. Business and finance matters;
- d. Employee relations.
- e. Community relations.

f. Relationships with the Board of Education.

In the event the Board in good faith establishes specific objectives against which the Superintendent's performance will be evaluated, both the objectives and the time within which the objectives are to be attained shall be identified to the Superintendent.

8. Medical Examination. The Board may, consistent with business necessity, request that the Superintendent provide the Board with a report or reports of examinations by medical personnel for the purpose of determining that the Superintendent is capable of performing the essential job functions required by his assignment. Examinations necessary to obtain such report(s) shall be at Board expense. Examinations may include but are not limited to, at the Board's option, history, physical examination, psychological or psychiatric evaluation, lab tests, x-rays or any other test requested by the Board for any lawful purpose. By executing this Contract, the Superintendent hereby authorizes the release of any medical information by such medical personnel to the Board and authorizes the Board and any of its agents to provide the medical personnel with any and all information concerning the Superintendent's employment and any other pertinent information they may have, personal or otherwise. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third-party administrator providing insurance programs specified under this Contract.

9. Disability or Incapacity. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) calendar days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. Board contributions towards health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board (or its designee) respecting the necessity for the leave. This certification, from the Superintendent's health care provider, shall include:

- a. The date the serious health condition commenced and the health care provider's best medical judgment concerning the probable duration of the condition including the probable duration of the Superintendent's present incapacity.
- b. Diagnosis of the serious health condition.
- c. A statement of regimen of treatment.

- d. An indication of whether inpatient hospitalization is required.
- e. An opinion of whether or not the Superintendent is able to perform the essential functions of his position.

The Board (or designee) may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a ninety (90) calendar day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a reasonable likelihood that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not fit to fully perform his duties at the expiration of a leave period, it may terminate this Contract, and provide the superintendent with the severance pay as specified in 11a.

10. Suspension. Whether pending the procedures set forth in paragraph 11 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract, until the Superintendent is either reinstated or terminated under this Contract.

11. Termination. The Board may terminate the Superintendent at any time during

its term or any extension for:

- a. **Unsatisfactory Performance.** In the event the Board decides, in its sole discretion, to discharge the Superintendent for unsatisfactory performance, he shall be entitled only to severance pay in an amount equal to twelve (12) months salary at the rate paid at the time of termination, or all salary due from the date of termination until the expiration of this Contract, whichever is less.
- b. **Just Cause.** Just cause is defined as a disciplinary action. Prior to imposition of discipline, the Board must have conducted a fair investigation, and obtained evidence to support the assertion that the employee has violated some standard of expected behavior. In the event the Board undertakes to discharge the Superintendent for just cause, the Board shall notify the Superintendent in writing of the charges against him. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) calendar days of his receipt of the charges. If the Superintendent does not contest the charges in the time and manner specified, the charges shall be considered admitted, and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place set by the Board not less than seven (7) calendar days nor more than thirty (30) calendar days after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges. The Board shall notify the Superintendent of its decision in writing within fifteen (15) calendar days of the close of the hearing or, if no hearing is requested, within fifteen (15) calendar days of the Board's receipt of Superintendent's written response to the charges. If the Superintendent is terminated for any reason other than "just cause", the Superintendent shall be entitled to severance pay as specified in 11a. The Board's decision shall be final and binding on the parties.
- c. General.
 - 1) In the event of termination of the Superintendent's employment during the term of this Contract, this Contract shall automatically terminate, and the Board shall fulfill the obligations as outlined in the terms of 11a and 11b.
 - 2) Upon termination of the Superintendent during any fiscal/contract year, his salary shall be adjusted to reflect payment, on a per diem basis, for the number of days on which services

were actually and physically rendered during the contract year. The Board shall remit any amounts due the Superintendent upon separation to him as soon as such amounts can diligently be determined.

3) Any salary amounts received by the Superintendent in excess of days actually worked during the fiscal/contract year shall be deducted from the Superintendent's remaining wages and Superintendent, by executing this contract, hereby gives his written consent for such deductions. The Superintendent shall remit any wage overpayments not recoverable by the Board through wage deduction to the Board within thirty (30) business days of separation from employment. If not paid in this matter, Superintendent agrees that judgment may be entered against him in any Michigan court of competent jurisdiction for such amount(s).

4) The standards for termination in Paragraphs 11a and b of this Contract during its term do not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

12. Tenure. It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative or teaching position in the District.

13. Scope of Agreement. This Contract constitutes the entire agreement by and between the parties and supersedes all prior statements, written or oral, and any prior contracts between the Board and the Superintendent. There are no representations or promises other than as set forth herein which have induced Superintendent to enter into this Contract. Superintendent agrees and understands that no employee or individual Board member is authorized to modify this Contract or enter into a new or different contract of employment. Modifications, additions or deletions to this Contract shall not be binding unless written, authorized by appropriate and lawful Board resolution, and signed by both parties. No valid waiver of any provision of this Contract at any time shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

If, during the term of this Contract, a specific clause of the Contract is found to be illegal under state or federal law, the remainder of the Contract shall remain in full force and effect.

14. Governing Law. This Contract shall be governed in accordance with the laws of

the State of Michigan.

Dated: 7/11/12

BOARD OF EDUCATION OF THE
CALEDONIA COMMUNITY SCHOOLS

By Michael J. Pattison

_____, Its President

Dated: 7/11/12

SUPERINTENDENT

Jan R. Kelly