

MORLEY STANWOOD COMMUNITY SCHOOLS

SUPERINTENDENT'S CONTRACT

This Contract, entered in this 1st day of July, 2019, between the Morley Stanwood Community Schools Board of Education, hereinafter called the "Board" and Roger Cole, hereinafter called "Superintendent."

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to 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. He will faithfully and diligently fulfill all the duties and obligations incumbent upon as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Roger Cole as Superintendent of its schools for the term of three (3) years from July 1, 2019 to and including June 30, 2022.

The Board of Education shall, not later than October 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period.

If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

3. TENURE

The Superintendent shall not have tenure in any non-classroom capacity by virtue of this Contract of Employment. It is the intent of the Board that this contract does not give tenure in position, but does give tenure as a teacher, unless superseded by State or Federal law.

4. CONTRACT VALIDITY

This contract shall not be valid unless the Superintendent shall have and shall maintain such qualifications for the employment position herein designated as required by law.

6. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$110,000.00 annually, for the 2019-20. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

For the duties of Facilities Director, as appointed by the Board of Education at the June 2018 board meeting, additional compensation of \$8,000.00 shall be paid beginning July 1, 2018.

The District is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent and such sums as have not been earned due to absence from employment.

Tax-Deferred Annuity: As additional remuneration for the Superintendent's services, the District shall make contribution to a Section 403(b)/401(a) tax-sheltered annuity on behalf of the Superintendent in the amount of \$7,500. There shall be no option to receive the amount by payroll check as additional salary. The Superintendent shall be allowed to select the financial provider to which the contribution shall be paid from the approved list of providers maintained by the District for its 403(b) program. In no event shall the contributions be made in excess of the Internal Revenue Service Limit of \$57,000 (in 2020, as indexed)

7. FRINGE BENEFITS – (same as Administrative team)

Health Insurance:

- A. HEALTH INSURANCE – Simply Blue PPO HRA LG with ECM – Plan 4000 with up to 80% of the full family premium paid by the district provided the Administrator elects to receive health insurance.
- B. DENTAL INSURANCE – Delta Dental Plan 80/80/60(90% paid by the district)
- C. VISION INSURANCE – VSP 3 Plus Platinum 250cl (90% paid by the district)
- D. LIFE INSURANCE - \$160,000 Term Life will be paid by the District; \$160,000 AD&D
- E. LTD INSURANCE – 66 2/3%, one month waiting period, \$3,000 maximum monthly benefit
- F. VACATION – Twenty (20) days' paid vacation and 10 paid holidays, provided that school is not in session on the aforementioned holidays.
- G. SICK LEAVE – Forty (40) days the first year and 10 days per year thereafter accumulating to one hundred twenty (120) days.
- H. PERSONAL DAYS – Two (2) personal leave days per year to be non-cumulative.
- I. TUITION REIMBURSEMENT –

J. **MEDICAL EXAMINATION** – The Superintendent agrees to have a comprehensive medical examination once every three years, the cost of which shall be paid by the District.

8. PROFESSIONAL DUES

State and National dues will be paid for professional organizations selected by the Superintendent and approved by the Board.

9. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

10. TRANSPORTATION

The Board shall reimburse the Superintendent \$200.00 per month for the use of his automobile in conducting business associated with the position of Superintendent of Schools.

11. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

12. TERMINATION PROVISIONS


The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. 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 with ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

13. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided

the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse 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 Superintendent against such demands, claims, suits, actions and legal proceedings.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By  Board President

By  Board Secretary

By  Superintendent