

**SUPERINTENDENT**  
**CONTRACT OF EMPLOYMENT**

It is hereby agreed by and between the Board of Education of the Coleman School District (hereinafter "Board") and **Mary Pitchford** (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the **Monday, June 18, 2012**, has and does hereby employ the said Superintendent for 24 months commencing on **July 1, 2012** and ending on **June 30, 2014**. Subject to annual consideration of contract extension by the Board as provided in paragraph 22 herein.

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
2. Administrator represents that she possesses, 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, Administrator agrees, as a condition of her continued employment, to meet all continuing education requirements or certification requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 during the entire term of this Contract. Administrator pledges to use her best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of her responsibility.
4. Administrator shall be paid at an annual (twelve month) salary rate of not less than **\$98,455.00** for **2012-2013**. The salary for school years beyond this date will be determined in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1- June 30).

**Grant Writing Compensation:** If any administrator successfully write(s) a grant in excess of \$1,000, pre-approved by the Board, which is funded by governmental or private sources, shall be entitled to an amount equivalent to ten percent (10%) of the funded grant (exclusive of district matching funds) not to exceed \$5,000. A second year application of a similar grant shall be entitled to an amount equivalent to five percent (5%) of the funded grant not to exceed \$2,500. All grant applications must be pre-approved by the Board and have a positive net impact on the bottom line of the district.

For 2011-2012 the administrator will receive a Board paid tax sheltered annuity of \$2000.00 - 2012-2013 to be negotiated, but not to be less than \$2000.00. Payment will be sent to the carrier selected by the administrator.

A TSA - \$5,000 is granted in lieu of the Administrator taking health insurance.

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

Board and Administrator acknowledge and agree that Administrator's job performance and job accomplishments were a significant factor in determining the compensation and additional compensation to which Administrator is entitled under this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per fiscal year. Vacation days must be used within the fiscal year for which they are made available, except for that ten (10) vacation days may be carried over from one year to another, and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Board President shall be notified in advance of all scheduled vacations.
6. Administrator's performance shall be evaluated by the Board annually, not later than March 31.
7. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for a reason which is not arbitrary and capricious, such as acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if Administrator materially breaches the terms and conditions of the Agreement.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss Administrator during the term of his Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board.

8. In the event of Administrator's mental and/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 Administrator 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 Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request up to a ninety (90) work day unpaid leave extension in the event of her 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 verified prognosis that Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

9. Administrator agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the

Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the 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 Administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and her eligible dependents for the following insurance programs:

Health Insurance, 10% paid by administrator through payroll deduction.

BC/BS PPO Plan (\$2,500 Deductible, paid by Board)

60/60/60 (\$1,000) Dental

Vision (VSP 1)

\$500 HSA (for Dental & Vision)

\$50,000 AD&D Ncg. Life

I.TD up to \$3,500 – while on disability the district will pay for health insurance up to 2 year.

Term Life Insurance at \$100,000

12. 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, as determined by the Board, is maintained during the term of this Agreement. The Board shall not be required to remit premiums for any insurance coverages for Administrator and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

13. Administrator is entitled to the following holidays for which no service to the School District is required:
  - July 4<sup>th</sup>
  - Friday before Labor Day
  - Labor Day
  - First Day of Deer Season (if there is no school and it falls on a school day),
  - Thanksgiving Day and the day after
  - Christmas Eve Day (unless the last working day is a school day, then the next working day after Christmas)
  - Christmas Day
  - New Year's Eve Day
  - New Year's Day
  - Good Friday
  - Memorial Day
14. If Administrator is absent from duty on account of personal illness or disability, she shall be allowed full pay for a total of thirteen (13) days per contract year, and eight (8) personal days. Unused paid leave days hereunder shall be cumulative to a maximum of one-hundred thirty-five (135) days for absence due to personal illness or disability of Administrator. Sick days may be used for death or illness in the administrator's immediate family. The administrator is eligible for up to five days for the death of: spouse, child, father, mother, father or mother-in-law. Three days given for the death of: grandchildren, grandparents, brother, sister, brother or sister-in-law. Upon retiring from the district, in accordance with the Michigan School Employees Retirement System (MPSERS) the employee will be compensated 25% of her normal day rate for each day of unused sick leave.
15. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator 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 reasonable meal expenses for herself in relation thereto not prepaid by the Board. Mileage expenses will be reimbursed at the prevailing IRS rate.
16. The District agrees to indemnify, save harmless and defend the Superintendent from claims, actions, suits (civil or criminal) and judgments caused by her action if the action was: taken in good faith in the course of employment, and within the scope of her authority.
17. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever.

Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records checks. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and the Board. 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.

18. In the event of any dispute between the parties relating to discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCLA 600.5001 *et seq* and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceedings, Administrator shall have the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator, subject to the right of Administrator to seek to tax such fees as costs against the Board.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 42<sup>nd</sup> Judicial Circuit of Michigan (Midland County).

19. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provisions(s).
20. This Agreement is executed on behalf of the Coleman School District pursuant to the authority granted as contained in the resolution of the Board adopted on August 22, 2011, the same being incorporated herein by reference.
21. Extension or non-extension of Contract – This Contract may be extended (or prevented from extending) either by option of the Board of Education or by operation of law, as follows:

The Board of Education, no later than the 31<sup>st</sup> day of March of each year during the term of this Contract may, by formal Board action, extend the Contract for an additional one year period beyond its then-current date of expiration. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this Contract shall remain unchanged unless otherwise agreed upon in writing by both parties. Provided, however, that the Superintendent shall ensure that a new Contract reflecting the amended date of expiration shall be promptly prepared and presented to the Board for review and execution.

**Default/Operation of Law.** Unless the Board of Education gives written notice of non-renewal of this Contract to the Administrator 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 provide the Board of Education with written notice of this obligation not later than January 15 of the expiration year of the Contract.