

GRANT PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS AGREEMENT, is between the Grant Public Schools Board of Education, hereinafter called "Board" and Scott Bogner, hereinafter called "Superintendent."

WITNESSETH:

1. CONTRACT PERIOD

The Board agrees to employ Scott Bogner as Superintendent of Schools for a term of three (3) years from July 1, 2011 to and including June 30, 2014, subject to nonrenewal pursuant to the Michigan School Code and to the termination provisions described below. The Board shall review this contract with the Superintendent, annually, and shall, on or before March 15 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action, in writing. The Superintendent shall notify the Board President each year in January of this timeline. If no action is timely taken by the Board, the contract shall be deemed to have been renewed for an additional year.

2. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board
- b. Attend each meeting of the Board
- c. Serve as an ex officio member of each committee established by the Board

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

3. **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said contract in twenty six (26) equal installments. Compensation for the first year of the contract shall be \$107,100 and shall be prorated, if applicable, to services actually rendered. In addition, \$5,000 shall be placed in an annuity as part of the Superintendent's compensation for services rendered. 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 by the Board.

4. **WORK YEAR**

The Superintendent agrees to perform the duties of his position for a period of 52 weeks per year. The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee. The Superintendent pledges to use his best efforts to maintain and improve the quality and efficiency of the operation of the School District.

5. **EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the parties. Criteria may include the manner in which day to-day operations of the district are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The evaluation process shall include but is not limited to a conference with the Superintendent, which shall be open or closed at the Superintendent's option in accordance with the Open Meetings Act. Each year, the Superintendent shall notify the Board President at the first January meeting of the upcoming evaluation timeline. At the Superintendent's request, the Board may also meet with the Superintendent on a quarterly basis to evaluate his performance. At the Superintendent's option, such evaluations shall be open or closed as permitted by the Open Meetings Act. The Board, in consultation with the Superintendent, shall determine the evaluation tool to be utilized in evaluating the Superintendent.

6. **FRINGE BENEFITS**

The Board shall provide the Superintendent with the following benefits:

- a. Health, Dental, Vision and LTD insurance provided other administrative employees
- b. Term Life Insurance in the amount of \$150,000
- c. Three (3) personal business days per year that do not accumulate
- d. Sick bank of forty five (45) days; if Superintendent becomes disabled and lacks sufficient sick days to cover the LTD waiting period, the Board shall provide sick days to cover the waiting period. Up to five unused sick days will be reimbursed at the Superintendents daily rate annually.
- e. The Superintendent shall not be expected to work, and shall be paid for, all holidays as designated by the School Board as official holidays recognized by the District.

7. VACATION

The Superintendent shall be provided with thirty(30) days of vacation annually. Up to twenty (20) days of vacation time will be paid at the per diem rate for the days of unused annual vacation. Payment will be made at the end of the fiscal year or when the Superintendent leaves the employ of the district, at his option. Vacation days do not carry over from year to year.

8. 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 encourages the Superintendent to attend seminars and classes that will help improve his skills and shall reimburse the Superintendent for expenses for successfully completed academic university courses or seminars. The Superintendent shall notify the Board President in advance of his absence from the District for such purposes.

9. PROFESSIONAL DUES AND MEMBERSHIP FEES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region in which the District is located as well as other appropriate affiliations as approved as related to his duties as Superintendent.

10. TRANSPORTATION

The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.

11. MEDICAL EXAMINATION

Before commencing employment the Superintendent shall provide the Board with a report or reports from health care personnel acceptable to the Board evidencing that he is medically fit to fully perform the essential functions of his responsibilities of Superintendent of Schools. After the commencement of employment, the Board may, at its expense, direct that the Superintendent be examined by health care personnel of its choice in order to determine the Superintendent's continuing fitness. Such examination may, at the Board's option, include drug or alcohol tests to which the Superintendent herein consents.

12. TENURE

The Superintendent shall not have tenure in this or any other administrative or non-classroom position, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act, upon satisfaction of the statutory probationary period of two years.

13. **OUTSIDE ACTIVITIES**

The Superintendent may undertake non-district related activities, e.g., speaking engagements, writings, and lecturing. In the event that the Board, in its sole discretion, determines that any such activities interfere with the Superintendent's satisfactory performance or the time necessary for satisfactory performance of his duties, it may require that the Superintendent cease some or all of such activities.

14. **TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. The Superintendent may be discharged and this contract terminated at any time for cause, including 1) failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract, following notice of any requirements that are effective after execution of this contract, and a reasonable opportunity to satisfy them following such notice; 2) failure to uphold any Board of Education bylaw, policy, or regulation; 3) conviction of a felony or of a crime involving moral turpitude; 4) resignation with an effective date as shall be mutually agreeable; 5) inability to perform the essential functions of his position by reason of disability that constitutes a serious health condition for a period or periods aggregating ninety (90) school days during a twelve-month period.

Prior to making a determination that there is just cause for discharge or that a material breach of the contract has occurred, the Board shall give the Superintendent an opportunity to have a hearing before the Board, and if the alleged breach relates to the professional performance of the Superintendent, the Superintendent shall also be given prior notice of any alleged deficiencies in writing and a reasonable opportunity to take corrective action before the Board makes its determination. The Superintendent shall have the right to request either an open or closed hearing in accordance with the provisions of applicable law and to representation by counsel of his own choosing and at his own expense. The determination of the Board shall be in writing and given to the Superintendent within a reasonable time after the termination of such hearing, not to exceed 60 calendar days.

Death - This Contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or vested benefits (such as but not limited to accrued vacation days) at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

15. **PROFESSIONAL LIABILITY**

In the light of the unique nature of the professional duties of the Superintendent, the Board shall provide to him at no expense legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance as Superintendent.

17. **RESIDENCY**

The Superintendent shall maintain his principal residence within twenty miles of the borders of the Grant School District.

18. RETIREMENT PAY

In appreciation for services to the school district, a retirement stipend shall be granted. This stipend will be \$1,000 per year based on the Superintendent's years of service as an administrator in the Grant Public Schools, up to a maximum of twenty (20) years. Retirement must be from the Grant Public Schools and from public school employment under MPSERS eligibility to be eligible for this stipend.

19. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, the employment relations, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA shall be shared equally by the parties; however, Superintendent's cost shall not exceed \$500.00. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. Arbitration must be initiated within 60 days of the action giving rise to the dispute or it is waived.

20. AMENDMENT

This agreement constitutes the entire understanding and agreement of the parties. No individual Board member has the authority to enter into any new or different contract or to modify this agreement. No change shall be effective with respect to the terms of this employment agreement unless in writing and signed by both parties.

We, the parties to this Superintendent's employment contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

**GRANT PUBLIC SCHOOLS
BOARD OF EDUCATION**

SUPERINTENDENT

David Robinson
President

Scott Progen
Superintendent

Jill Nowinski
Secretary

4-13-11
Date

4-11-11
Date