

CONTRACT OF EMPLOYMENT
Superintendent

This Superintendent's Contract for Employment ("Contract") is entered this 12th day of September, 2018, by and between the Board of Education of the C.O.O.R. Intermediate School District (hereinafter "Board") and **Shawn Petri** (hereinafter "Superintendent"). This Contract shall take effect on October 1, 2018, and continue through June 30, 2021, subject to the terms set forth below.

1. Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions.

2. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his/her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned as are or may be required by law or by the Michigan Department of Education or State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the position assigned, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Superintendent agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board. Further, 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 Intermediate School District during the entire term of this Contract. Superintendent agrees that he/she will diligently and competently discharge his/her duties on behalf of the Intermediate School District to enhance the operation of the Intermediate School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the Intermediate School District.

It is understood that the Board may change or modify the duties of the Superintendent at any time. At a minimum, he/she shall be expected, subject to the Board's desire in a particular matter, to:

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

The Superintendent is responsible, subject to Board approval and ratification, for managing, organizing and arranging District operations and personnel in a manner that, in his/her judgment, best serves the District. The responsibility for selection, placement, and transfer of personnel is vested in the Superintendent subject to final approval by the Board. The Board, individually and collectively, shall refer criticisms, complaints, and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation.

4. Superintendent shall be paid at an annual (twelve month) salary rate of not less than One Hundred Thirty Thousand Dollars (\$130,000) in consideration of his/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 October 19, 2018. Since the Superintendent will work a partial fiscal year, October 1, 2018 through June 30, 2019, his salary, leave time, etc. will be prorated accordingly.

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 to June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per contract year. Vacation days should be used within the contract year for which they are made available. However, with approval of the Board, the Superintendent may carry over a maximum of ten (10) vacation days from one year to the next, but may never possess more than thirty-five (35) vacation days. Upon retirement or separation from the District, the Superintendent shall be paid at his per diem for unused vacation days. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the Intermediate School District. All scheduling of vacation is subject to the approval of the Board.

6. The Board shall evaluate the Superintendent's performance at least annually during the term of this Contract based on goals established by the Board, and as required by applicable law. The evaluation process shall include but is not limited to a conference with the Superintendent.

Upon completion of two successful evaluations, each with a rating of Effective or Highly Effective, the Board may extend the contract of the Superintendent to three years in 2020. With Each successive evaluation rating of Effective or Highly Effective thereafter, the Superintendent may receive a contract extension of one year on an annual basis.

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
- g. Personal Qualities
- h. Evaluation (of teachers and Superintendents)
- i. Student Attendance
- j. Student/Parent/Teacher Feedback
- k. Progress toward the School Improvement Plan

7. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Superintendent materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious.

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.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

8. In the event of the Superintendent's mental or physical incapacity to perform the duties of his assignment, he/she shall be granted an initial leave up to ninety workdays for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time. 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/her 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 work day unpaid leave extension in the event of his/her physical 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/her

duties at the expiration of a leave period, it may terminate this Contract, and it shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under group long-term disability coverage.

9. 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.

10. The Superintendent shall, if required by the Board, and not less than once annually during employment, 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/her 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.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third party, the Board shall make benefit cost payments, as specified below, on behalf of Superintendent and his/her eligible dependents for enrollment in the following insurance programs:

- Health insurance (Consistent with other administrators.)
- Dental insurance (Consistent with other administrators.)
- Term life insurance (Consistent with other administrators.)
- Vision insurance (Consistent with other administrators.)
- Long Term Disability insurance (Consistent with other administrators.)

Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for the insurance coverages specified above, as may be determined by the Board, in its discretion.

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 Superintendent and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party. 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. Superintendent 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. The Superintendent may opt for \$3,000 annually in lieu of health insurance made available in \$250 per month cash payments through the Board's Section 125 plan.

13. Superintendent is entitled to the following ten (10) holidays for which no service to the Intermediate School District is required:

New Year's Day, Good Friday, Memorial Day, Independence Day,
Labor Day, Thanksgiving, the Friday after Thanksgiving, Christmas Day,
and two (2) days during the Christmas-New Year holiday season.

14. Upon execution of this agreement, the Superintendent shall receive six (12) leave days. In addition, he shall accumulate one (1) sick leave day per month of employment after the first 12 months. Unused paid leave days shall be cumulative to a maximum of one hundred (100) days for absence due to personal illness or disability of Superintendent. Upon retirement or separation from the District, the Superintendent shall be paid fifty (50) percent of his per diem rate for unused sick leave days, up to a maximum of thirty-five (35) days.

15. Superintendent shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel (with exception for district-related travel) shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with direction of the Board or its designee.

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 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 reasonable meal expenses for himself/herself. Additionally, the Board agrees to reimburse the Superintendent for the cost of tuition for two graduate level classes toward the Education Specialist Degree or Business Officer Manager MSBO Certification annually, provided the Superintendent provides evidence of successful completion of said class with a grade of "B" or better.

16. The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage, which includes the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his/her authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent but in no case shall the coverage be extended to any demands, claims, suits, actions, or legal proceedings brought against the Board or the School District by the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the amounts and at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense or indemnification to the Superintendent as is authorized under MCL 691.1408.

17. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent, and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. This contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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. This Contract shall be governed in accordance with the laws of the State of Michigan.

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 provision(s).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

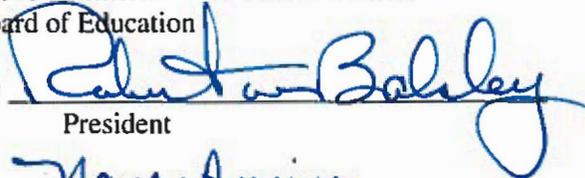
Date: 9-12-18



Superintendent

C.O.O.R. Intermediate School District
Board of Education

Date: 9-12-18

By 

President

By 

Secretary