

## **CHARLEVOIX PUBLIC SCHOOLS SUPERINTENDENT CONTRACT**

THIS CONTRACT, entered into this 1st day of July 2019, between the Charlevoix Public Schools Board of Education, hereinafter called the "Board" and Michael R. Ritter hereinafter called "Superintendent."

### **WITNESSETH:**

#### **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 of significant administrative action taken on its behalf. The Superintendent shall recommend, affect, or cause to be affected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

#### **2. TERM**

The board agrees to employ Michael R. Ritter as Superintendent of Schools for the term of three years, extending through June 30, 2022. The board shall review this contract with the Superintendent annually, and shall complete his evaluation in a timely manner, following the appropriate Statute in the Michigan Revised School Code. Following an evaluation rating of Effective or Highly Effective, the Superintendent's contract will be extended by one additional year.

#### **3. EVALUATION**

The Board will schedule a goal review meeting with the Superintendent following the evaluation of the prior year to informally discuss goals of the Superintendent and district. The Board will evaluate the Superintendent's performance annually and in writing, corresponding with appropriate sections of the Michigan Revised School Code.

#### **4. TENURE**

This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

#### **5. 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 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 litigation and allegations.

The Board shall provide 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 him 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.

#### **6. 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. National conferences shall have prior approval of the Board.

#### **7. PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators, and the M.A.S.A region in which the School District is located, as well as other appropriate affiliations as approved.

#### **8. 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 \$113,000 for the year 2019-2020, \$116,000 for the year 2020-2021, and \$119,000 for the year 2021-2022. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties, based upon the successful completion of the goals and objectives as established by the Board of Education. In no case will the salary be lowered without the mutual agreement of the parties.

#### **9. FRINGE BENEFITS**

The Board of Education shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Life insurance in the amount of \$250,000.
- Twelve sick days per year to be accumulated to a maximum of 100 days. The Superintendent shall be awarded \$50 per day for 50% of accumulated sick days upon retirement with a minimum of twelve years of service in the Charlevoix Public School district.
- Twenty vacation days per year in addition to the following holidays on which no work is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Up to five unused vacation days may be rolled over to the following year to be used by October 31 of that year.
- Three personal days per year.
- Five days of bereavement leave not to be deducted from sick leave for immediate family members and the same members of spouse's family.

- The District will deposit \$3,500.00 in 2019-2020, \$4,000.00 in 2020-2021, and \$4,500.00 in 2021-2022 into a non-elective 403(b) Plan selected by the Superintendent and approved by the Board, and will pay all related costs and fees.
- The district will compensate The Superintendent an additional \$100.00 per month in lieu of reimbursing for mileage.
- The district will assume the costs of The Superintendent to enroll in two college courses of his choosing per year.

**10. 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 have an opportunity for a fair hearing before the Board after 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.

**11. DISPUTE RESOLUTION**

In the event of a dispute between the parties relating to any provision of this Agreement, 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 labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

**12. BREACH**

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

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

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| By <u>Tom Kirinovic</u><br>Tom Kirinovic, Board President  | Date: <u>7/1/2019</u> |
| By <u>Michael Ritter</u><br>Michael Ritter, Superintendent | Date: <u>7/1/2019</u> |