

District Superintendent/Principal Contract Owendale-Gagetown Area Schools

This contract entered into on the 1st day of January, 2021 between the Board of Education of the Owendale-Gagetown Area School District, referred to as the "Board," and Terri Falkenberg as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 18th day of December, 2019 approved the employment of the Administrator as District Superintendent/Principal in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance and with the terms and conditions of this contract, the parties agree to the following:

Witnesseth:

- 1. Duties.** The Administrator agrees, during the period of this contract, to faithfully perform her duties for both Principal and Superintendent and obligations in such a capacity for the school district including, but not limited to, those duties required by School Code, State and Federal Law. She will act as an advisor to the Board on matters pertaining to the school administration of the School District and she will inform the Board of significant administrative action taken on its behalf. The Administrator shall recommend, effect, or cause to be put into effect the policies and programs of the Board as may be needed. She agrees to perform the duties of the Administrator in a competent and professional manner in compliance with the laws applicable to the School District and the policies adopted by the Board. The Administrator represents that she holds all certificates and other qualifications to be a District Superintendent/Principal in the State of Michigan.
- 2. Terms.** This contract will be a 228 day a year contract and will take effect on the 1st day of January, 2021, and continue in force through the 31st day of December, 2023.
- 3. Evaluation.** Annually, with a projected start not later than the last day of June and a projected completion date of the last day of September, during the term of this contract, the Board shall review with the Administrator her performance. Staff input may be considered by the Board of Education in the evaluation process. Said performance review shall use the criteria and process mutually agreed to by the Board and the Administrator. The timelines projected in this provision may be extended by mutual agreement between the Administrator and the Board.
- 4. Extension.** This contract may be extended as follows:
 - A. The Board by majority vote may take action on the extension of this contract. The Board shall establish an annual salary for any additional year(s) pursuant to the evaluation process, and at an amount not less than

her current salary. All other terms and conditions of the contract shall remain unchanged except through mutual agreement of the Board and Administrator.

- B. It is mutually agreed by the Board and Mrs. Falkenberg that this is a three year contract through December 31st, 2023, that does not guarantee an extension of the contract without further action of the board and agreement of Mrs. Falkenberg.
5. **Tenure.** This contract does not confer tenure upon the Administrator in the position of Superintendent, but tenure is kept and frozen for those years she was a teacher in the District.
6. **Liability.** The Board shall provide liability insurance and shall hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual and or official capacity as agent and employee of the District, provided that the incident arose while the Administrator was acting within the scope of her employment. Said insurance shall cover legal expenses in defense of claims and payments of judgments resulting from her functioning as the District's Administrator. In no case shall individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.
7. **Professional Growth.** The Administrator may attend professional meetings at the local and state levels, with reasonable and customary receipted expenses to be paid or reimbursed to the Administrator by the District. Mileage shall be reimbursed at the current rate used by the District for other employees. The Administrator and Board shall work cooperatively to determine what meetings should be attended. Day to day operation of the District shall take precedence over professional meetings, and the Administrator shall arrange for the continuance of these operations in her absence. The Board may request, and shall be given a report on the benefit of professional meetings attended by the Administrator.
8. **Professional Dues.** The District shall pay the Administrator's annual dues for MASA, as well as regional Administrative Associations as applicable to her job responsibilities in the District. Any request for payment of dues for other appropriate affiliations shall be made by the Administrator to the Board and shall be subject to Board approval.
9. **Compensation.** The Board shall pay the Administrator an annual salary of \$97,500.00 beginning January 1, 2021 for the first year, and to be determined later for the second and third year. The salary shall be paid in 26 equal installments. The Board retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary. Terri will also get a \$50.00 stipend for each correspondence or virtual high school class she is assigned per semester.

- 10. Insurance Benefits.** Per the master agreement with the professional staff.
- 11. Other Benefits.** Per the master agreement with the professional staff.
- 12. Use of School Car.** The Administrator shall have use of the school van for school related business. Should the Administrator be required to use her own vehicle in conducting school related business, documented mileage shall be paid at the current rate provide to others in the District.
- 13. Termination.** The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after (10) days written notice. Said hearing shall be public or private at the option of the Administrator. The Administrator may have legal counsel at such a hearing at her own expense.
- 14. Upon Leaving District.** The Administrator shall give 30 days' notice before leaving the district for another position out of this District.

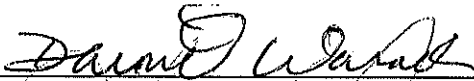
Contract and Financial Information:

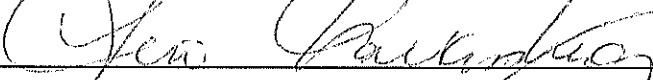
Length of Contract: Three (3) Years
Starting Date: January 1, 2021
Concluding Date: December 31, 2023
Annual Salary: 1st year \$97,500, 2nd year & 3rd year to be determined
(paid in 26 equal installments)

***Subject to the consideration for extension as provided section 4.**

****Subject to the consideration for adjustment as provided in section 9.**

In Witness Whereof the parties have executed this agreement on this the 1st of January, 2020.

By  Board President

By  Administrator

