

**HARRISON COMMUNITY SCHOOLS
HARRISON, MICHIGAN 48625
SUPERINTENDENT CONTRACT OF EMPLOYMENT**

This contract is entered into on July 1, 2018 between the Board of Education of the Harrison Community School District, referred to as the "Board of Education" and Superintendent referred to as "Administrator," in this contract.

1. **TERM** – The District will employ the Superintendent for a period of four school years, from **July 1, 2018 until June 30, 2022**. The District's Board of Education will take official action to determine whether or not to extend this Agreement for an additional year on or before April 1st each year of this Agreement, and so notify the Superintendent in writing. In any event the Board will give the Superintendent notice of its decision not to renew the Agreement at least 90 days before the expiration date of the Agreement; otherwise, this Agreement will automatically renew for one more year.

2. **DUTIES** – The Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the 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.

The Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of education, to carry out the education programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District.

3. **EVALUATION** – The Board will evaluate the Administrator's performance annually and in writing, on or before March 30, using an evaluation instrument with multiple rating categories that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Administrator to meet to discuss their written evaluation in closed session.

4. **TENURE EXCLUSION** – This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
5. **COMPENSATION** – The administrator shall be paid an annual salary of \$104,707.00 in consideration of his performance of the duties and responsibilities of the position of Superintendent in conformance with the requirements of the Board as set forth herein. The annual salary shall be paid in equal installments over the school year. The Board hereby retains the right to adjust the salary during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the annual salary prescribed hereinabove. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this contract. For future years of the contract the Administrator shall receive same increase as given to district administrative staff.
6. **INSURANCE BENEFITS** – During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.
7. **OTHER BENEFITS** – The Administrator is entitled to the following specific benefits:
 - a. One hundred (100) sick days leave with no accumulation
 - b. Three (3) personal business days per year.
 - c. Annually, the Administrator is granted eleven paid holidays for which no services to the District are required on the Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.
 - d. The Administrator shall be granted vacation time of 20 days per fiscal year exclusive of holidays. He may carry unused vacation days into the next fiscal year to be used by December 31st of that year. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12th of the allotment of vacation days per month. In the event that the Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated.
 - e. The District will pay the Superintendent at the rate recognized by the IRS for using their vehicle for District business including travel to and from professional development and/or meetings.
 - f. The District will deposit \$700 monthly into a non-elective 403(b) Plan selected by the Administrator and approved by the Board, and will pay all related costs and fees.
 - g. Annually, the District will pay for the membership dues for two professional organizations or associations of the Superintendent's choice. In addition, the Superintendent may attend conference as necessary and will be reimbursed for such expenses upon presentation to the Board President of an itemized and detailed accounting of such expenditures and receipts relating thereto on the form required by the District.
 - h. Upon retirement and/or separation from the district, in recognition of service to the district, a payment of \$2,000 will be paid to the Administrator provided the Administrator shall have been employed in the school district in any capacity for at least ten (10) years. In the event of the death of the Administrator, the payment shall be made to the Administrator's estate.

8. **RESIDENCY** – The Administrator shall be required to reside within 20 miles of the school district.
9. **PHYSICAL AND MENTAL EXAMINATIONS** – The Administrator agrees to submit to a comprehensive physical and/or mental examination at District Expense by a profession(s) of the District's choice when, in the Board's judgment, such examination is necessary to determine: if the Administrator can perform the essential functions of his job; the accommodations necessary to permit him to perform the essential functions of his job; or, is otherwise consistent with business necessity. In connection with such a physical and/or mental examination, the Administrator will sign all requested release forms and other documents necessary to permit the designated professional(s) and the District to receive pertinent medical records and reports.
10. **TERMINATION** – If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may not be discharged nor this contract terminated for reasons that are arbitrary and 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 of Education. It is further agreed that prior to any dismissal by the Board of Education, the Administrator shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the Administrator so chooses they may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. Any hearing before the Board of Education will be public unless a private hearing is requested by the Superintendent.
11. **SEVERABILITY** – If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
12. **INDEMNIFICATION** – The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide errors and omissions insurance coverage 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.
13. **DISPUTE RESOLUTION** – Both parties agree that to reduce potential litigation costs, any dispute or controversy relating to a provision of the contract which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American Arbitration Association within 30 calendar days from the date the Administrator knew or should have known that the dispute arose. Failure to timely file a demand for arbitration shall result in the matter being settled based on the Board's last disposition. The cost of arbitration fees shall be divided equally. Witness costs, legal expenses and other

expenses shall be at each party's own cost. The arbitration decision shall be final and binding upon the District and the Administrator.

- 14. **ENTIRE AGREEMENT** – This contract contains the entire agreement and understanding between the Board and the Administrator about the Administrator's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- 15. **GOVERNING LAW** – This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

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.

FOR THE BOARD OF EDUCATION:

Angelul Cullen
Board President

Theresa Haley
Board Secretary

BY THE ADMINISTRATOR:

Richard T. Foote
Richard T. Foote, Superintendent – Date

Sammy K. Kaurant
Witness