

**MICHIGAN CENTER SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS
2020-2021
CONTRACT OF EMPLOYMENT**

This Contract is entered into by and between the Board of Education of the Michigan Center School District (hereinafter "Board") and **Brady Cook** (hereinafter "Administrator"). The Board in accordance with its action found in the minutes of its meeting held on the **22nd** day of **June, 2020**, hereby employs **Brady Cook** for a **three (3)** year period commencing on **July 1, 2020**, and ending on **June 30, 2023**, according to the following terms and conditions:

DUTIES

1. Administrator shall serve as chief administrative officer of the Board and be entitled to:
 - a. Present recommendations to the Board on any subject under consideration by said Board;
 - b. Attend each meeting of the Board; and
 - c. Serve as an ex officio member of each committee established by the Board.
2. Administrator shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which best serves the district. The Board shall vest the responsibility for selection, placement, and transfer of personnel to the Administrator, subject to approval. The Board, individually and collectively, shall refer promptly to all criticisms, complaints, and suggestions called to its attention to the Administrator for study and recommendation.
3. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
4. Administrator represents that he/she 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 to serve in the position assigned. Administrator 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 and may be required by law and/or by the State Board of Education. If at any time 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.
5. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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 School District during the entire term of this Contract. Administrator agrees that he/she will diligently and competently discharge his/her duties on behalf of the School District to enhance the operation of the School District and will use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

ADMINISTRATIVE TENURE

1. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position initially assigned or to which he/she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

EVALUATION

1. Administrator's performance shall be evaluated by the Board not less than annually.

COMPENSATION

1. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30)
2. Administrator shall be paid at an annual (twelve month) salary rate of not less than **One Hundred and Twenty Thousand Dollars (\$120,000)** in consideration of 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 with the commencement of the fiscal/contract year (July 1 - June 30).
3. Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position.
4. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any such increase shall be reflected in a written amendment to this Contract.
5. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation.

BENEFITS

1. ANNUITY. Administrator shall have **Five Thousand Dollars (\$5,000)** annually contributed into a tax deferred 403 (b)/457 plan available with Michigan Center School District.
2. INSURANCE. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make benefit cost payments, as specified below, on behalf of Administrator and his/her eligible dependents for enrollment in the available insurance programs as outlined on Exhibit "B" of the Michigan Center School District Cafeteria Plan.
 - a. Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the medical benefit plan costs and premiums for the plans and products specified above, as may be determined by the Board. The contributions required of Administrator shall not be less than the amount determined to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. Administrator will be notified of the amounts for which they are responsible in excess of the Board contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the above plans and products exceed the level of the Board's contributions, Administrator hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.
 - b. If Administrator makes a voluntary written election not to avail himself/herself of the health /medical coverage offered by the Board, he/she will instead receive the In Lieu Benefit amount, on a monthly basis, under a qualified Section 125 plan, on the further condition that Administrator furnishes written evidence that he/she is enrolled in another health/medical benefits plan that meets the minimum value and coverage requirements of the Affordable Care Act.
3. RETIREMENT. Board paid retirement must be provided during the duration of this contract within the Michigan Public School Employees Retirement System (MPSERS)
 - a. After 10 years of service Administrator upon retirement, Administrator will receive fifty percent (50%) of a days pay per year of service with the District, using 225 as the divisor. Termination for just cause shall not be not eligible.
4. HOLIDAYS. Administrator is entitled to observe all school year holidays and recesses, plus July 4th, for which no service to the School District is required.
5. VACATION. Administrator shall be granted vacation time of **twenty (20)** days per contract/fiscal year. Administrator shall take at least ten (10) vacation days within each contract/fiscal year in which they are first made available and is entitled to carry forward the remaining balance, not to exceed a total of forty (40) days for the year. Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.

- a. Unused and earned vacation days remaining upon retirement shall be paid at Administrator's per diem rate.
6. LEAVES OF ABSENCE
- a. SICK LEAVE. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of **twelve (12)** days per contract/fiscal year of which **three (3)** days can be used for personal business at the Administrators' discretion. Unused paid leave days hereunder shall be cumulative to a maximum of unlimited days for absence due to personal illness or disability of Administrator.
- i. After 10 years of service with the District, accumulated and earned sick days will be reimbursed at a per diem rate of \$30 per day in the following situations:
1. Administrator retires
 2. Administrator is dismissed by the District for other than immoral or illegal conduct.
- b. FUNERAL LEAVE. A maximum of **five (5)** days will be allowed for funeral lave, not to be deducted from sick leave, for death in the immediate family [spouse, children, parents, siblings, grandparents, and grandchildren; including steps and in laws]
- c. PROFESSIONAL LEAVE. Professional leave days shall be used for purposes of visitation to other districts, conferences, workshops, seminars, and conventions. Administrator may attend professional meetings at the local, state, and national levels. Expenses of said attendance will be paid by the District
- d. OTHER LEAVE. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.
- i. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.
 - ii. Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.
 - iii. If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
 - iv. Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.
7. CELL PHONE. Administrator shall receive a stipend of **One Thousand and Two Hundred Dollars (\$1200)** per year, subject to adjustment is not employed for full year, as reimbursement for the use of their personal cell phone. This amount was determined by the current monthly rate of the Administrator's cell phone bill.
8. MILEAGE. Administrator shall receive a stipend of **Five Thousand Five Hundred Dollars (\$5,500)** per year driving their own vehicle, subject to adjustment if not employed for full year, for all travel due to professional obligations.
9. PROFESSIONAL GROWTH REIMBURSEMENT. Administrator shall be reimbursed for expenses incurred for successful completion of one (1) class per year of professional growth, including tuition; textbooks; and other fees associated with the class.
10. FACILITIES & EQUIPMENT. Administrator shall be allowed to use school facilities and equipment as long as there is no conflict with school operations.

PROFESSIONAL ASSOCIATION MEMBERSHIP

1. Fees or dues for membership in appropriate professional organizations shall be paid by the Board (i.e., American Association of School Administrators, Michigan Association of School Administrators, MASA region for which the District is located). Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, and lodging in relation, thereto, not prepaid by the Board.

MEDICAL EXAMINATION

1. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his/her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

TERMINATION OF CONTRACT

1. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, if Administrator materially breaches the terms and conditions of this Contract, or for other causes that are not arbitrary or capricious, as determined by the Board.
2. 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.
3. In the event that the Board undertakes to dismiss Administrator 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 under this Contract.

MISCELLANEOUS

1. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator 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. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.
 - a. 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 Administrator 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.
2. 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).
3. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

This Contract is executed on behalf of the Michigan Center School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 22, 2020, the same being incorporated herein by reference.

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

ADMINISTRATOR

Date: _____

Superintendent of Schools Signature

MICHIGAN CENTER SCHOOL DISTRICT BOARD OF EDUCATION

Date: _____

By _____
President, Board of Education Signature

By _____
Secretary, Board of Education Signature

By _____
Board of Education Member, Signature

By _____
Board of Education Member, Signature