

ALLEGAN PUBLIC SCHOOLS
Administrative Contract - Superintendent

THIS CONTRACT OF EMPLOYMENT, entered into this **1st day of July, 2011**, between the ALLEGAN PUBLIC SCHOOLS, by its Board of Education, hereinafter called the "Board", and **Kevin Harness**, hereinafter called the "Superintendent":

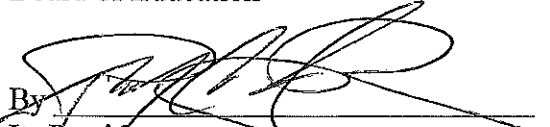
WITNESSETH:

1. The Board agrees to employ **Kevin Harness**, as its Superintendent of Schools, for a three year term, commencing July 1, 2011, and terminating on June 30, 2014.
2. The Superintendent agrees to serve in the assigned position for 52 weeks each school year, and to faithfully perform the duties of this position in a competent and professional manner, subject to the policies and regulations of the Board of Education, and other regulations, duties and requirements imposed by applicable statutes of the State of Michigan.
3. It is mutually understood and agreed that this contract does not confer tenure upon the administrator in the above-described position or any other administrative position in the district.
4. In the event the Superintendent is not notified in writing on or before June 30, 2012, that this contract will be terminated, then this contract will automatically be renewed for a one-year period.
5. The Board agrees to pay the Superintendent for the performance of this contract from July 1, 2011 to June 30, 2012, the sum of **\$118,723**. The salary for subsequent years shall be reviewed annually, and is subject to revision by agreement of the parties.
6. The Superintendent shall receive all fringe benefits granted by the Board to teachers and administrators employed by the Board.
7. The Superintendent shall receive twenty (25) days of paid vacation annually, exclusive of legal holidays. Up to five (5) days of the current year's unused vacation may be additionally compensated at the Superintendent's regular daily pay rate. The Board shall be updated annually in July about the status of the Superintendent's remaining vacation days for that school year.
8. The Superintendent will receive fourteen (14) days of paid sick leave per year, which may accumulate in subsequent years to the total number of sick days allowed to accumulate by teachers of Allegan Public Schools, as mutually agreed by AEA contract. Four (4) of these sick days per year may be used for Personal Business; these 4 days are also transferable to accumulated sick time if not used.
9. The Superintendent and his family shall be afforded full-family health insurance - - MESSA PAK Choices II (or comparable plan), which includes a Long Term Disability Program, \$50,000 Group Term Life Insurance, and a Vision Care Package. The Superintendent will pay 7% of the monthly premium for these insurance benefits. In addition, the Board of Education will pay premiums for additional term life insurance coverage equivalent to two times (2x) his annual salary. The Superintendent will also have the option to purchase additional life insurance as provided and outlined through the district system, at his own expense.

10. The Superintendent shall receive a monthly allowance for expenses in the amount of \$1,000 per month, after withholding taxes are deducted. This expense allowance amount shall be considered as additional compensation.
11. The Board, upon request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program which the Superintendent may choose from the District's list of approved vendors.
12. Commencing with the 2010-11 contract year, the district will purchase one (1) year of service credit toward retirement for every three (3) years of continuous employment with the district.
13. The Superintendent shall receive a tax-deferred annuity in the amount of 10% of his annual salary. This shall be paid to the provider of his choosing, on each regular pay date, proportionately.
14. The Superintendent may attend appropriate professional meetings and conferences at the local and state levels. National level conferences may be attended, with Board approval. Conference registration fees, lodging, and mileage for out-of-district travel will be paid by the Board, as well as tuition reimbursement for continuing education.
15. The Board of Education and the Superintendent will meet annually to evaluate the Superintendent's job performance, according to Board Policy #2049.
16. The Superintendent shall be subject to discharge for good and just cause, but the Board will not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board after ten days notice in writing. At such hearing, he may have legal counsel at his own expense.
17. The Superintendent represents that he holds all certificates and other qualifications required by law for an administrator or teacher of the District.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 11th day of April, 2011.

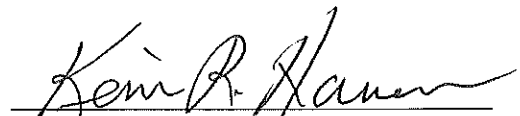
ALLEGAN PUBLIC SCHOOLS
Board of Education

By 
Its President

And by 
Its Secretary

In the presence of witness:
(As to the Board of Education)




Superintendent

In the presence of witness:
(As to the Superintendent)

