

ADMINISTRATIVE EMPLOYMENT CONTRACT

This contract made as of the date hereinafter set forth by and between MARTIN PUBLIC SCHOOLS, acting through its Board of Education (hereinafter called the “Board”), and the ADMINISTRATOR:

1. **Employment and Duties.** The Board hereby employs the Administrator to perform such professional duties or administrative positions as may be assigned from time to time by the Board. The professional assignment shall be as *Superintendent of Schools*. The duties shall include those specified by law, together with the duties endorsed on this Contract and such other duties as may be from time to time prescribed by the Board, which are not expressly contrary to law or to the terms of this Agreement.
2. **Performance.** The Administrator agrees to faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the rules and regulations of the Board, and to diligently carry out its educational program and policies.
3. **Contract Terms.**
 - a. **Initial Contract Terms.** The Contract shall begin on July 1, 2012 and end on June 30, 2014, unless extended or terminated early as herein provided.
 - b. **Duration of Services.** The Administrator shall provide professional services pursuant to this Agreement or 150 work days during each contract year.
 - c. **Contract Extension.** On or before May 1, and each twelve (12) months thereafter, the Board shall notify the Administrator if it intends to extend the Contract for an additional twelve (12) months.
 - d. **Non-Renewal.** The Board shall give the Administrator such notice of non-renewal of contract as may be required by law.
 - e. **Early Termination.** This Contract, or any extension, may be terminated prior to the contract expiration date if the Administrator:
 - i. Shall die,
 - ii. Shall fail to possess the qualifications, including valid certificates required by law for the position to which initially assigned,
 - iii. Shall be discharged by the Board by reason of failure to competently and fully perform the professional services required by this contract, shall fail to possess the qualifications as required by the school district for accreditation, or

Employee shall materially breach the terms of this agreement. In the event of termination of the Contract between the Administrator and the Board prior to June 30, for any reason, earned compensation will be calculated using the number of days worked, exclusive of vacation days and holidays, divided by the number of work days called for in that employee's contract, exclusive of vacation days and holidays. The result will then be extended by the contract amount for the complete year.

- iv. **Assignability.** This Contract is for personal services and may not be assigned or transferred by the Employee.
- v. **Notice.** Any notice to the Employee may be given in any reasonable manner. Written notice by ordinary mail, postage prepaid, to the last written address given the Board by the Employee shall constitute reasonable notice.

4. Compensation.

a. The Administrator's salary shall be **Thirty-one thousand, nine hundred twenty dollars (\$31,920.00)** to be paid in twenty-six (26) installments.

i. **Special Endorsements.**

- 1. **One hundred fifty (150) work days.**
- 2. **Reimbursed Expenses** – for school related travel in the Administrator's vehicle reimbursement for mileage at the prevailing rate paid by the District.
- 3. **Technology** – to assure maximum communication, the Board will provide the employee *Two thousand dollars (\$2,000)* per year for internet, phone and fax service. The Board will also supply the employee with a laptop computer.
- 4. **Auto/Travel Allowance** – the employee will receive a stipend of **Seven thousand, five hundred dollars (\$7,500)** per year for auto and travel costs.
- 5. **Professional Development.** Membership for two (2) state/national professional organizations.

5. Compensation Reduction.

- a. If the Contract is terminated early, the Administrator shall only be compensated for days worked.
- b. If the Contract is terminated early by reason for the disability of the Administrator the compensation shall be continued for the disability insurance qualification period by not longer than thirty (30) days.
- c. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Administrator and to deduct

such sums as have not been earned by reason of the absence of the Administrator. If the Administrator is paid compensation which is in excess of compensation earned to the date of termination of employment, the Administrator agrees to reimburse the Board in an amount equal to such unearned compensation.

- d. **Indemnification.** The Employer shall indemnify and save harmless the Employee against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which the Employee is a party as a consequence of employment, except in relation to matters as to which adjudged in such action, suit, or proceedings to be liable for intentional misconduct or negligence.
- e. **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 to obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association (AAA). The arbitrator's fee and the expense of the AAA 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.
- f. **Personnel Records.** The Board shall cause an official personnel file to be maintained for the Administrator and such file shall be maintained and reviewed as provided by Board policy.
- g. **Employment Regulations.** The Board reserves the right to establish from time to time such employment regulations as it deems reasonable which are not contrary to the express terms of this Contract.
- h. **Evaluation.** On or before April 1 of each year, the Board and the Administrator shall meet for the purpose of evaluating the performance of the Administrator. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. A written summary shall be given to the Administrator, a copy of which shall be included in his/her personnel file. The Board shall make recommendations with respect to continued employment and compensation adjustments.

- i. **Additional Terms:** Any additional terms, whether appearing on the reverse side of this Agreement or attached hereto as Special Endorsements, shall constitute a part of this Contract.

- j. **Entire Agreement.** This Contract contains the entire understanding of the parties regarding the Administrator's employment. No employee or individual Board member has the authority to enter into any new or different contract with the Administrator. Any modification, extension, or new contract must be in writing and approved by the Board at an open meeting to be effective and enforceable.

IN WITNESS WHEREOF, the parties have executed in duplicate originals this Administrative Employment Contract as of July 1, 2012.

EMPLOYEE

MARTIN PUBLIC SCHOOLS

By _____
Administrator – William E. Miller

By _____
**Board of Education President –
 Tom McLaughlin**

Date: _____

Date: _____