

CONTRACT OF EMPLOYMENT

Robert Ridgeway

Superintendent of the Harper Creek Community School District

It is hereby agreed by and between the Board of Education of Harper Creek Community Schools (hereinafter "Board") and **ROBERT RIDGEWAY** (hereinafter "Administrator") that pursuant to the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 10th day of May 2021, has and does hereby extend the employment of Robert Ridgeway for a three (3) year period commencing on January 13, 2021 and ending on June 30, 2024, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board pursuant to the Revised School Code of the State of Michigan 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 responsibilities and directions related thereto.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education and by the North Central Association. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualification for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligations hereunder.

3. Administrator agrees to devote his 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 for which he is responsible during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

4. Administrator shall be paid at an annual (twelve month) salary rate of One Hundred Forty Thousand Eight Hundred Fifty-three Dollars (\$140, 853.00) on July 1, 2021 in consideration of his 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).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrators job performance and job accomplishments will be a significant factor in determining any adjustment to the Administrators compensation. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.

5. Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board.

Administrator shall be granted vacation time of twenty (20) days per contract year (July 1 – June 30). Vacation days must be used within the fiscal year for which they are made available and 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 schedule of vacation is subject to the approval of the Board.

Additionally, Administrator shall not be required to render services for the School District on the following holidays: Fourth of July; Labor day; Thanksgiving and day after; Christmas (2 days); New Year's (2 days); Good Friday, and Memorial Day.

6. Administrator's performance shall be evaluated by the Board. The evaluation shall be conducted that is consistent with Section 1250 of the Revised School Code (MCL 380.1280). Upon a highly effective or effective evaluation rating the contract shall be automatically extended by one (1) year. The Board may extend the contract with a rating lower than highly effective.

7. The Board shall be entitled to terminate Administrator's employment at any time during the term of this Contract for reasons that are not arbitrary or capricious including, without limitation, for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or for other cause determined to be sufficient by the Board, or if Administrator materially breaches the terms and conditions of this Contract.

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.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he 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 hereunder.

8. In the event of Administrator's mental and/or physical incapacity to perform the duties of this office, he 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. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

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.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Administrator will be able to resume his duties at the end 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.

If the Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his 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.

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 medical opinion may be required by the Board through a Board-designated health care provider, at the Board's expense, unless the securing of a second opinion in this context as precluded by the Family and Medical Leave Act.

9. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. Administrator shall submit to 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 assignment, with or without 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.

11. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and their eligible dependents for the following insurance programs:

Health insurance: MESSA ABC Plan 1;
MESSA ABC Plan 2;
MESSA Choices 500/100, 0% , Saver Rx
MESSA Choices 500/100, 20%, 3-Tier

Dental insurance: Delta Dental 80/80/80 \$1300

Vision insurance: VSP3 Gold

Employer-Paid Annuity: 2021/2022 6% of Annual Contract plus a one-time contribution of \$2,817 (\$11,268)
2022/2023 6% of Annual Contract
2023/2024 6% of Annual Contract

12. The Board shall pay the premium to provide \$150,000 term life insurance policy (with administrator as named insured), with accidental Death and Dismemberment, for the Administrator. Upon termination of employment, the Administrator has the right of conversion within thirty-one (31) calendar days.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party Administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party Administrator. The terms of any contract or policy issued by any insurance company of third-party Administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

14. In the event that Administrator (and /his eligible dependents) waives available enrollment in the insurance programs specified in paragraph 10 above, he shall receive:

A. \$335.00 per month or \$219.50 if enrolled in a dental and vision plan.

The above amounts will be paid to Administrator pursuant to and in accordance with a Section 125 Plan adopted and implemented by the Board. Any direction of such remuneration to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by Administrator through salary reduction.

15. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for up to twelve (12) days per contract year accrued at the rate of one (1) day per month while Administrator is under contract. Unused paid leave days hereunder shall be cumulative up to one hundred eighty-one (181) days. The Administrator will begin his tenure with fifteen (15) days of sick leave.

Administrators shall be permitted to use not more than thirty (30) accumulated sick leave days per contract year for the purpose of attending to the serious health condition of Administrator's spouse, child, or parent.

16. Administrator shall be allowed up to two (2) days per contract year for the purpose of attending to personal business which cannot be accomplished outside of Administrator's normal work hours. Unused personal business days shall, at the conclusion of the contract year, be added to Administrator's accumulated personal illness/disability leave.

17. Not more than five (5) days bereavement leave may be used in the case of the death of parent, spouse, child, step-child, sister, brother or any other person living in the same residence or who is an IRS dependent of the Administrator. Not more than three (3) days bereavement leave may be used in the case of the death of a grandparent, grandchild, aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law or person to whom Administrator was engaged to marry. Not more

than one (1) day sick leave may be used in the case of the death of any relative not listed. It is expressly understood that limitations mentioned are for each such occurrence.

18. Mileage in connection with administrator's job duties shall be reimbursed at \$6500.00 per contract year.

19. Subject to prior approval of the Board, the fees or dues from Administrator's membership in appropriate professional or civic organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the state and national levels and may be reimbursed for registration fees, travel, lodging, and/or reasonable meal expenses for himself in relation thereto.

20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and MCLA 380.11a(3)(d).

21. Upon prior approval of course content by the Board, an Administrator who receives a B or better grade in any graduate class, required Professional Development Course, or CEU/ACE may receive reimbursement not to exceed \$3,000 in any contract year (July 1 – June 30) upon completion of course work which is directly related to the performance of his responsibility for the Board.

22. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. *Provided, that this Contract is voidable pursuant to the provisions of the Michigan Revised School Code pertaining to criminal records checks.* No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Administrator and 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.

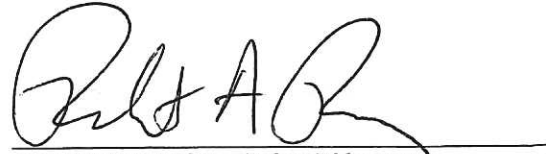
23. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

24. 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.

25. This Contract is executed on behalf of the Harper Creek Community Schools pursuant to the authority granted as contained in the resolution of the Board adopted on January 13, 2020.

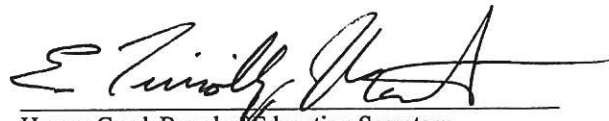
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: 5/31/2021


ADMINISTRATOR – Robert Ridgeway

Date: 6/02/2021


Harper Creek Board of Education President


Harper Creek Board of Education Secretary