

MAR LEE SCHOOL DISTRICT

CONTRACT OF EMPLOYMENT

SCHOOL SUPERINTENDENT

AGREEMENT entered into this 10th day of July, 2012 by and between the Mar Lee School District and Dr. Randall Davis, hereinafter referred to as the "Superintendent".

BE IT AGREED AS FOLLOWS:

1. **CONTRACT:** The district agrees to employ Dr. Randall Davis as Superintendent for the school year commencing July 30, 2012 and ending on June 30, 2013 for the position of Superintendent. The Board shall review the contract annually, and shall, on or before March 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action.

2. **DUTIES:** The Superintendent accepts said employment and agrees to serve as Superintendent for said period. The position being 17% of full time. The Superintendent further agrees to faithfully perform the duties of the position subject to the laws and regulations imposed by the applicable statutes of the State of Michigan as from time to time amended, and the rules and regulations as established by the Board of Education of the District during the term of employment.

3. **SALARY:** The District agrees to pay the Superintendent an annual salary of \$25,000.00 for the 2012-2013 school year, plus a monthly expense stipend of \$100.00. Said annual salary shall be paid in equal installments in accordance with the payment policies of the District.

4. **SUPERINTENDENT'S QUALIFICATIONS:** The Superintendent represents that he holds all certificates and credentials required by law and by the District to hold this administrative position. If for any reason such certificates or credentials are revoked, this contract shall be automatically terminated.

5. **VACATION:** The Superintendent shall be entitled to two weeks vacation to be taken at mutually agreed upon times.

6. **SICK LEAVE:** The Superintendent shall be granted sick leave and personal leave, prorated at a 17% rate. The Superintendent shall be granted sick leave at a rate of one day for each month of service. The Superintendent shall be granted 2 personal days per year. This sick leave/personal leave may be accumulated without limitation and may be used by the Superintendent at his discretion as sick leave/personal leave/or funeral days. The Superintendent may elect to be paid at the end of the contract term for all or part of sick leave or personal leave which he has accumulated and not used.

7. BOARD POLICIES: The Superintendent shall keep the Board informed at all times as to the financial condition of the District and will develop positive plans for the improvement of the educational level of the District's school system, and shall operate within the guidelines of the Board policies.

8. TENURE: The Superintendent shall not be granted tenure in position.

9. PROFESSIONAL MEETINGS: The Superintendent shall attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for his expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

10. HOLD HARMLESS CLAUSE: In light of the unique nature of the professional duties of the Superintendent, the District shall provide the administrator at no expense to him legal counsel and representation in any legal action brought against him as an administrator and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as an administrator.

11. LIABILITY INSURANCE CLAUSE: The Board shall provide liability insurance 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.

President, Board of Education

Vice President, Board of Education

Secretary, Board of Education

Treasurer, Board of Education

Trustee, Board of Education

Superintendent