

# Boyne City Public Schools Superintendent's Contract

This contract entered into this first day of July 2020, between the Boyne City Board of Education, hereinafter called the "Board" and Patrick Little, herein called "Superintendent".

## WITNESSETH

**1. DUTIES:** The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such a capacity for the school district including, but not limited to those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board as to the administrative action taken on its behalf. The superintendent shall recommend, affect, or cause to be affected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all duties and obligations incumbent upon him as the executive head of the administrative sections of the school system and the Boyne City Public School District.

**2. TERMS** The Board agrees to employ Patrick Little as superintendent of its schools for the term of three (3) years from July 1, 2020 to June 30, 2023. The Board shall review this contract with the superintendent annually, and shall, on or before February 28 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 in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for another year.

**3. EVALUATION** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

**4. TENURE** The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Tenure Act.

**5. PROFESSIONAL LIABILITY** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Boyne City Public Schools District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public 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 expenses, and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits and legal proceedings.

**6. PROFESSIONAL GROWTH** The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the district. The Superintendent may attend national conferences upon prior approval of the Board.

**7. PROFESSIONAL DUES** The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators, the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

**8. COMPENSATION** The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments agreed to by the parties. Salary compensation for the school year 2020-2021 shall be \$120,877. The salary compensation for future school years shall be determined yearly, prior to July 1<sup>st</sup>. If no action is taken by either party the yearly salary amount shall be the same as the previous year. The superintendent shall also receive as compensation for each year, a Tax Sheltered Annuity in an amount equal to 5% of the annual salary.

**9. FRINGE BENEFITS** The Board shall provide the Superintendent with the following benefits:

- 1) Health, dental, vision and long term disability insurance provided other administrative employees.
- 2) Group Term Life Insurance for \$200,000.00 for the Superintendent and dependent coverage.
- 3) Fourteen (14) sick days per year to accumulate without limit. Sick days may be used as for personal, spouse, and/or children's illnesses.
- 4) Twenty (20) vacation days with unlimited cumulation for the duration of the contract. Upon separation from the District, accumulated unused vacation days shall be paid at the current contract per diem rate up to twenty-five (25) days. Five vacation days per year must be used between June 15 and August 15.
- 5) These vacation days shall be in addition to the holidays and breaks recognized by the District in the teacher's Master Agreement.
- 6) Five (5) days of bereavement leave per death in the superintendent's immediate family or the spouse's family not to be deducted from sick leave. (The immediate is considered to the spouse, child, step-child, parent, grandparent, grandchild, brother or sister, significant other or other relative living in the household).
- 7) Per the Letter of Agreement dated March 13, 2017, 5% is assigned to a 403b savings plan of Mr. Little's choosing. This agreement allows for Mr. Little to allocate this same 5% to either: a 403b plan and/or his HSA savings account. The ratio of 403b to HSA allocation is Mr. Little's choice and it will not exceed the agreed upon 5% amount from the original contract.

**10. TRANSPORTATION** The Board agrees to reimburse the Superintendent for mileage costs incurred while performing the duties of the Superintendent position at the rate set by the Board.

**11. TERMINATION PROVISIONS** The superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearings shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

**12. BREACH** In the event of a breach of contract, on the part of either party to this agreement, or it is found that a provision in this contract violates a policy of the Boyne City Public School, no other provision herein shall be construed to render the remaining obligations of either party under this agreement null and void.

**13. ROLE OF THE BOARD AND SUPERINTENDENT** The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action. In the case of a complaint about the Superintendent, the board president or his/her designee may be allowed to gather information as needed and report the findings to the personnel committee.

In addition to directing that all complaints/criticisms/suggestions concerning the District or any of its personnel be forwarded directly to the Superintendent as set forth above, the Board agrees that it shall work with the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority vote of the Board, or by the Superintendent, an outside advisor will be mutually selected and shall be paid by the District, to facilitate discussion of the relationship of the two parties, in the advancement of the best interest of the District.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year below written.

By \_\_\_\_\_ Date \_\_\_\_\_ Board President

By \_\_\_\_\_ Date \_\_\_\_\_ Superintendent

By \_\_\_\_\_ Date \_\_\_\_\_ Witness for the President

By \_\_\_\_\_ Date \_\_\_\_\_ Witness for the Superintendent