

**DE TOUR AREA SCHOOLS  
SUPERINTENDENT/PRINCIPAL OF SCHOOLS EMPLOYMENT CONTRACT**

This CONTRACT, entered into this 14th day of December 2009, between the DeTour Area Schools Board of Education, hereinafter called the "Board", and Angela Reed, Superintendent/Principal of DeTour Area Schools, hereinafter called "Superintendent".

**1. DUTIES:**

- a. Superintendent represents that she possesses, holds, and maintains all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent and Principal of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent and Principal of Schools as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
- b. The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the school district including, but not limited to, those duties required by State Law and the School Code. She will act as an advisor to the Board on matters pertaining to the school administration of the School District, and she will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted and present her recommendations to the Board on any subject under consideration by the Board. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the administrative section of the school system and the School District to include attendance at each meeting of the Board and serve as ex-officio member of each committee established by the Board. She shall carry out those duties, which shall from time to time be prescribed by the Board of Education. Further, Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the school district and constantly promote efficiency in all areas of her responsibility. The Superintendent agrees to and shall, during the term of this agreement, devote her time, attention and energy to the position of Superintendent of the School District and as Principal for all schools and grade levels.
- c. The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the District. The Board shall vest the responsibility for selection, placement and transfer of personnel in the Superintendent subject to approval. Board members shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

**2. TERM:**

The Board agrees to employ Angela Reed as Superintendent and Principal of its schools for the term of two (2) years and seven (7) months from the beginning date of December 1, 2009 to and including June 30, 2013.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31, 2011 and before March 31 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 the Board takes no action, the contract shall be deemed to have been renewed for an additional year. Extension or denial of extension of this contract shall be based at least in part by reference to the annual evaluation of the Superintendent/Principal.

**3. EVALUATION:**

The Board shall evaluate the Superintendent by March 1 of each year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. A written evaluation shall be prepared, provided to and discussed with the Superintendent which will include the evaluation of superintendent and principal duties. If the Board fails to complete said evaluation by the designated date, the Superintendent's performance will be deemed to have been satisfactory. Additionally, during the first 19 months of this contract (December 1, 2009 – June 30, 2011), the Superintendent shall be evaluated after 3 months, 9 months, and 15 months. Thereafter, the above parameters of annual evaluation shall be followed.

**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 Teacher 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 her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense 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, actions and legal proceedings.

**6. PROFESSIONAL GROWTH:**

Subject to express approval by the Board, the Board shall pay the fees or dues for membership to appropriate professional organizations. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, lodging, and/or reasonable meal expenses for herself in relations thereto not prepaid by the Board. The Board will reimburse Superintendent tuition for one college or university course (3 credits) per calendar year upon successful completion of the course. It is expected that the Superintendent will complete and obtain an MA in Educational Administration/Leadership no later than June 30, 2012.

## **7. COMPENSATION:**

Compensation for the remainder of the fiscal year 2009-10 will be adjusted to reflect a total compensation of \$80,000 for July 1, 2009 – June 30, 2010. For the contract year of July 1, 2010 – June 30, 2011, the Board shall pay the Superintendent an annual salary of \$82,500. For the contract year of July 1, 2011 – June 30, 2012 the Board shall pay the Superintendent an annual salary of \$85,000. After the 2011-12 contract year, the Board shall pay the Superintendent whatever salary they shall mutually agree upon; provided however, that in no event shall the salary for the period be less than the salary for the previous contract year and the increase shall not be less than the % afforded the other professional staff of the district.

The Superintendent shall be provided an annual tax deferred annuity allowance of \$1200, which will not be considered salary, but non-elective contribution.

The Board shall provide the Superintendent with a monthly automobile allowance of \$200.00 for in-district travel expenses and the Board will reimburse the Superintendent for any out of district travel based upon the periodically adjusted IRS rate.

## **8. FRINGE BENEFITS:**

- a. The Superintendent shall be granted fifteen (15) sick days per year, which shall have a maximum accumulation of 100 days. The Superintendent shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays, during each year of this agreement and five (5) personal days. The Superintendent shall use a maximum of 10 days of vacation time during student days with not more than three days used concurrently. Should she become disabled, the Board will make available those days necessary to reach the LTD requirement.
- b. Holidays are as follows: New Year's Day, President's Day, Good Friday, Memorial Day, July Fourth, November 15<sup>th</sup> Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- c. Five (5) days per year (not accumulative) for bereavement. Additional days per year may be allowed for bereavement as agreed upon by the President of the Board.
- d. At the end of each year Superintendent may elect to have her unused sick days over and above the remaining accumulation of 100 to be paid at 50% of her per diem pay. All unused sick days will be paid at the 50% of per diem rate at the conclusion of the superintendent's employment with the district. The Superintendent shall be afforded any unused sick leave days accumulated as a teacher or principal with the district in prior capacities.
- e. The Superintendent shall be afforded MESSA PAK Plan A (or other health plan afforded other staff members through collective bargaining agreements) which shall include the following benefits:

Health Plan:	SCI XV2 with Preventive Care Rider and Hearing Aid Rider
Deductible/Co-pay:	70%
Maximum Monthly Benefit:	\$5,000
Qualifying Period:	90 COMF
Own Occupation:	2 years
Social Security Offset:	Primary
Minimum Payout:	5%
Offset Freeze:	Yes
Alcoholism/Drug Waiver:	2 Years
Mental/Nervous Waiver:	2 Years
Rehabilitation & Maternity:	Standard
Cost of Living Adjustment:	No
Survivor Income Benefit:	No
Education Supplement Benefit:	No
Pre-Existing Condition Waiver:	Yes
LIFE VOLUME w/AD&D	Twice annual salary
VISION PLAN:	VSP 3 PLUS
DENTAL 1, 11, &111-MAX:	100/90/90 \$1,500
Class IV + Maximum:	90: \$3,000

In the event the superintendent elects not to receive health, dental, vision, life, or disability insurance, she shall receive \$6,000 in a tax-deferred annuity. This amount will only be used in an annuity and will not be used as salary.

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage, 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 coverage for Superintendent and her eligible dependents if the insurance underwriter, policyholder, or third party administrator denies enrollment or coverage. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent 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 payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

## **9. TERMINATION PROVISIONS:**

Throughout the term of this contract, the Superintendent shall be subject to discharge for good and just cause but the Board shall not arbitrarily and/or capriciously dismiss her. The Superintendent shall be entitled to receive written charges, a 10 day notice of hearing and a hearing before the Board of Education before being discharged. Said hearing shall be public or private, at the option of the Superintendent, and she shall be entitled to have legal counsel at her own expense. Non-renewal or non-extension of this contract shall not be considered a discharge.

The Board shall be entitled to terminate this Superintendent/Principal employment contract at any time during the term of the contract for material acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of this agreement.

**10. 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 or 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. The parties shall share the arbitrator's fee and the expense of the American Arbitration Association equally. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

**11. ENTIRE AGREEMENT:**

This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of Superintendent, and no representation, 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 Superintendent by the Board is hereby terminated and shall hereafter be of no force or affect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by Superintendent 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.

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 provisions; provided, however, that no such sever ability shall be effective if it materially changes the economic benefit of the Contract to any party.

This Contract is executed on behalf of the school district pursuant to the authority granted as contained in the resolution of the Board adopted on March 8<sup>th</sup> of 2004, the same being incorporated herein by reference.

**IN WITNESS WHEREOF** the parties below set their hands this day and year written.

BOARD OF EDUCATION:

SUPERINTENDENT:

\_\_\_\_\_  
Lyn VanAlstine, Board President

\_\_\_\_\_  
Angela Reed, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date