

**Rudyard Area Schools  
Administrative Contract of Employment  
Superintendent Position**

It is hereby mutually agreed by and between the **Rudyard Area School District Board of Education** (hereinafter Board) and **Anthony Habra** (hereinafter Administrator) that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ Anthony Habra as Administrator from **July 1, 2012 through June 30, 2015**, 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 Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board. The Board agrees to employ the Superintendent for the term commencing August 2, 2010 and ending June 30, 2013. The Superintendent shall be employed for a period of 52 weeks per year (261 days) and observe the nine holidays identified in the school code, the holidays delineated under section 13 of this contract, and in addition to twenty (20) days of earned Annual Leave in each school year. Up to ten (10) days of Annual Leave may be carried forward into the next contract year only, but in no event will more than thirty (30) days be accumulated and no more than 30 (thirty) days may be used in one year.

2. Administrator represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Administrator. If, at any time, the Administrator fails to maintain all certificates, credentials and qualifications for the position of Administrator as required herein, this contract shall automatically terminate and the Board shall have no further obligations herein. The Administrator shall be reimbursed \$3000 per fiscal year for board pre-approved courses and training taken. If Administrator separates from employer before contract ends it becomes the responsibility of the administrator to reimburse the district for all funds distributed under this clause.

3. The Administrator agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code and the Board. The Administrator shall not engage in acts of moral turpitude at any time during his/her employment.

4. Administrator shall be paid an annual salary of not less than \$ 87,400 in consideration of his/her performance of the duties and responsibilities of the position of Administrator in conformance with the requirements and expectations of the Board as set forth herein. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1 through June 30. The Board hereby retains the right to adjust the salary of the Administrator during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Administrator and the Board, shall become a part of this contract.

5. Administrator's performance shall be evaluated by the School Board annually and presented to the Administrator in writing no later than March 15 in any given school year. As such evaluations are to be based in part on measurable goals and objectives, said goals and objectives will be developed collaboratively with the Administrator in writing prior to the year of evaluation and will be based on measurable goals and objectives.

Pursuant to receiving a satisfactory annual evaluation conducted by March 15, 2011, and ever year afterward, the Board will extend this contract for an additional year.

6. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for good and just cause as determined by the Board, but the Board shall not arbitrarily and capriciously dismiss him/her. 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 hearing shall be public or private at the option of the Administrator in accordance with state law. At such hearing, he/she may have legal counsel at his/her own expense.

7. Specific reasons for termination: (1) breach of contract, (2) insubordination, (3) inefficiency, (4) moral turpitude, (5) dishonesty, (6) unsatisfactory performance, and/or (7) other reasons as determined by the Board.)

8. 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 the decision is at the discretion of the Board of Education and is outlined in PA 183 and subject to Section 1229 of the Revised School Code. MCL 380.1229. The administrator is entitled to due process as stated in MCL 380.1229.

*In the event of any dispute between the parties including, but not limited to, nonrenewal or discharge of Administrator during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, nonrenewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be paid by the Board and Administrator equally. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Administrator's discharge, nonrenewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.*

9. Administrator agrees that he/she shall not be deemed to be granted continuing tenure in the position of Administrator by virtue of this contract or any employment assignment of this school district. The Administrator 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.

10. Administrator shall submit to such medical examinations, supply such information and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Administrator is capable of performing the duties required in his/her assignment. The Board may require the Administrator to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Administrator to perform his/her duties. Any medical information that is provided under this agreement shall be treated confidentially by the School Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

11. The Board shall provide the Administrator and his/her eligible dependents the same insurances as determined by the Board for the other employees of the district. All purchased benefits by the Board are contingent on completion of application forms and acceptance by provider and terms and conditions of all policies.

- a. Health, Dental and Vision Insurance will be the same coverage as provided to other professionals in the District.
- b. Term Life Insurance: at \$150,000;
- c. Long Term Disability (LTD) Paid at 66 2/3% of salary.
- d. Upon termination of employment, compensation for accumulated sick leave will be paid up to 25 days.
- e. A Board paid annuity or 403b of \$1,500 per year.

12. 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 is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The 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 required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

13. The Administrator is entitled to the following holidays for which no services to the School District is required: *New Years Day, Good Friday, Spring Break, Memorial Day, the 4<sup>th</sup> of July, Labor Day, Thanksgiving break, Christmas Break (including Christmas Eve and Christmas Day), and New Year's Eve.*

14. If Administrator is absent from duty on account of personal illness or disability, he/she shall be allowed full pay for a total of thirteen (13) sick days and three (3) personal days per contract year.

15. The Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated hereunder and in accordance with Board policy.

16. Administrator shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by the Administrator for out-of-district travel must be submitted for review and approval by the School Board. Administrator shall be required to present an itemized account of reasonable and necessary expenses in accordance with the direction of the Board. Mileage shall be at the IRS rate.

17. The Board shall pay the dues of the Administrator for membership in State and National professional organizations, for up to two (2) membership's dues in any one (1) year.

18. This contract of employment contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of the 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 employment of the Administrator by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Administrator and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the 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.

19. The Administrator evaluation process shall be as follows:

1. Advanced notice of the goals shall be given in the form of the district Strategic Plan.
2. Success will be measured quarterly through a worksheet based on the Strategic Plan.
3. Concerns with performance will be voiced at these quarterly meetings with shortcomings in writing with suggestions for improvement.
4. An opportunity to improve will be provided as part of all suggestions to improve.

20. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

21. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.