

**FULTON SCHOOLS
SUPERINTENDENT'S CONTRACT**

THIS CONTRACT, entered into this first day of July 2011, between the **Fulton Schools' Board of Education**, hereinafter called "Board and **Daymond R. Grifka** hereinafter called "Superintendent".

WITNESSETH:

1. **DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code, as amended. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he 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. He will faithfully and diligently fulfill all the duties obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board; and no Board Meeting shall be held without the Superintendent or his appointed designee present, with the exceptions noted in Board policy allowing for evaluation and negotiation deliberations pertaining to the Superintendent (Article 1, Policy B,C,D).
- c. Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serve the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board; and the Board, individually and collectively, 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 **Daymond R. Grifka** as Superintendent of Fulton Schools for a term of two (2) years from July 1, 2011 to and including June 30, 2013.

The Board shall review this contract with the Superintendent, on or before March 31, 2012 and take official action to extend the contract or not to extend the contract, and notify the Superintendent of its action in writing. If no action is taken by the Board on or before March 31, 2012, the contract shall be extended for an additional year. In order for this provision to be effective the Superintendent must give the Board a written reminder of it in January 2012.

3. **EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process, mutually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using criteria that include the district's attainment of the goals adopted by the Board, the Superintendent's completion of personal job goals that have been established, the manner in which day-to day operations of the district are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The criteria and process adopted by the Board should be communicated in advance to 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 Teacher Tenure Act.

5. **PROFESSIONAL LIABILITY**

District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his 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 judgment resulting from his functioning as Superintendent and will reimburse him 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 Superintendent against such demands, claims, suits, actions, and legal proceedings.

6. **PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

7. **PROFESSIONAL DUES**

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and M.A.S.A. Region in which the School District is located as well as other appropriate affiliations as approved.

8. **MEDICAL EXAMINATION**

The Superintendent agrees to have a comprehensive medical examination annually. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

9. **COMPENSATION**

The board agrees to pay the Superintendent for his services during each year of said contract in 26 equal installments. Compensation for the said contract year shall be Ninety-four thousand dollars (\$94,000). Said salary shall be reviewed annually and is subject to upward revisions by agreement of the parties. In no case will the salary be lowered.

10. **FRINGE BENEFITS**

The Board of Education shall provide the Superintendent with the following benefits:

- Life Insurance in an amount equal to two (2) times the Superintendent's salary.
- Medical, Dental, Vision, Long Term Disability coverage provided other administrative employees in MESSA Choices II PAK C. The employee receiving medical insurance coverage will be responsible for twenty (20%) percent of the medical portion of the premium with deductions beginning January 2012.
- 10 Holidays.
- 12 sick days per year cumulative to 110 days.
- 3 personal days per year.
- 20 vacation days per year. These shall be in addition to the holidays recognized by the District.

11. **TRANSPORTATION**

The Board shall provide the Superintendent with a monthly automobile allowance of \$450.

12. **ANNUITY AND/OR DEFERRED COMPENSATION**

The Superintendent shall annually receive a tax-deferred annuity in the amount of \$10,000 per year.

13. **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 hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. Non-renewal of this contract in accordance with the Revised School Code shall not constitute a discharge within the meaning of this provision.


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

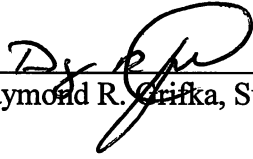
15. **GRADUATE CREDITS**

Upon the successful completion of graduate credit, the superintendent shall be reimbursed up to three (3) credit hours per school year.

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

By  September 12, 2011
Board President

By  September 12, 2011
Board Secretary

By  September 12, 2011
Daymond R. Grifka, Superintendent