

**ITHACA PUBLIC SCHOOLS
SUPERINTENDENT CONTRACT**

Pursuant to Section 1229 of the Revised School Code and in accordance with the action found in its, April 18, 2016 Board minutes, the Board of Education (the "Board") of the Ithaca Public Schools (the "District") employs Charmian Fletcher (the "Superintendent") for a term of two years commencing July 1, 2016 and ending June 30, 2018, according to the terms and conditions described below (the "Contract").

1. **Term.** The Superintendent is employed for a two (2) year period from July 1, 2016 and ending June 30, 2018, subject to extension, non-renewal, and termination, as provided in this Contract.
2. **Duties.** Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board as to the assignment and oversight of her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs. Included in, but not limited to, the duties, the Superintendent is expected to:
 - a. Present recommendations to the Board on any subject under consideration by the Board.
 - b. Prepare the agendas for each Board meeting in consultation with the President of the Board or his delegate, forward same to each member of the Board and attend each meeting of the Board.
 - c. Serve as an ex-officio member of each committee established by the Board, unless otherwise directed by the Board.
 - d. Serve as Curriculum Coordinator.
3. **Qualifications.** The Superintendent represents that she possesses and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Section 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of her continued employment, to meet and maintain all certification and continuing education requirements for the position assigned, as are and may be required by law and/or the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
4. **Performance.** The Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Superintendent agrees that she will diligently and competently discharge her duties on behalf of the School District to enhance the operation of the School District and will use her best efforts to maintain and improve the quality of the programs and services of the School District. The Superintendent shall inform the Board as to administrative action taken on its behalf.
5. **Job Performance Evaluation.** Consistent with Section 1249 of the Revised School Code, the

Superintendent's job performance shall be evaluated by the Board two times annually, on or before October 1st and on or before February 1st, through the use of a rigorous, transparent, and fair performance evaluation system that does all of the following:

- a. Provides timely and constructive feedback;
- b. Establishes clear approaches to measuring student growth in the District and provides relevant data on student growth in the District;
- c. Uses multiple rating categories that take into account data on student growth in the District as a significant factor. For those purposes, student growth in the District shall be measured by national, state, or local assessments and other objective criteria; and
- d. Meets the State of Michigan requirements. If the State of Michigan mandates the use of a specific evaluation system, that system shall be used.

Further, the Superintendent shall, with the Board's cooperation, establish goals upon which the job performance evaluations will be based. These goals shall be proposed within two months of the commencement of this contract and be approved by the Board by September 1. The goals shall be updated at the October evaluation. Prior to the February 1 job performance evaluation, the Superintendent shall complete a self-assessment and submit it to the Board at least a week before each individual Board member completes their evaluation of the superintendent.

The Board reserves the right to conduct interim evaluations of the Superintendent's performance. The Board shall give the Superintendent a written notice of at least thirty (30) days before an interim evaluation may take place.

6. **Base Salary.** The Superintendent shall be paid an annual salary of \$100,000 in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid in twenty-four (24) equal installments beginning with the commencement of the fiscal/contract year (July 1 – June 30).

The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.

7. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board (summer schedule shall be five days a week as during the school year). The Superintendent shall be granted vacation time of twenty (20) days per contract year.
 - a. Vacation days must be used within the contract year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of vacation days.
 - b. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.

8. **Sick Leave Days.** The Superintendent is allowed ten (10) sick leave days per year, credited

July 1st each year. Unused paid sick leave days shall be cumulative to a maximum of forty-five (45) days for absences due to the Superintendent's personal illness or disability.

9. **Personal Business Leave.** Superintendent shall be provided two (2) personal business days per year for the purpose of addressing personal business that cannot be taken care of during regularly scheduled work days and work hours. Personal business days must be used within the contract year for which they are made available and the Superintendent shall not receive any additional compensation in lieu of personal business days.
10. **Bereavement Leave.** Superintendent shall be provided three (3) bereavement leave days per year.
11. **Holidays.** Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Day, Good Friday (provided school is not in session), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day.
12. **Expense Reimbursement.** Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel, and/or overnight stays, shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of her reasonable and necessary expenses in accordance with direction of the Board or its designee.
13. **Professional Liability.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).
14. **Professional Growth.** The Superintendent may attend professional meetings at the local, state and national levels with the reasonable expenses of said attendance to be paid by the District upon the Board's approval. This approval shall be sought prior to registration for these meetings, and the Superintendent shall provide a report to the Board following these meetings.
15. **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 the M.A.S.A Region in which the School District is located, as well as other appropriate affiliations as approved by the Board. The Superintendent shall review the list of these affiliations with the Board on an annual basis, and the Board and Superintendent shall make determinations as to the continuance of these affiliations.
16. **Residency.** The Superintendent is encouraged to establish her residence within the boundaries of the Ithaca Public School District.

17. Disability. In the event of the Superintendent's mental or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work-days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from her health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

18. Medical Examination. The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense and shall be conducted by appropriate medical personnel of the Board's choice. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

19. Insurance Programs. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the Board shall make benefit cost payments on behalf of the Superintendent and her eligible dependents for enrollment in Health, Dental, and Vision Insurance in the same amount as provided to other District administrators, subject to possible modification as stated in paragraph 20 below.

Superintendent agrees that the Board has the right to allocate to Superintendent responsibility for a portion of the benefit plan costs for insurance coverages specified above, as may be determined by the

Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the amount for which she is responsible in excess of the Board paid benefit plan costs contributions. Superintendent agrees that the amount of benefit plan costs contribution designed by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation.

20. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above insurance 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 coverages for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. 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. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.
21. **Assignment.** The Superintendent is subject to assignment and transfer to another administrative position of employment with the District at the Board's discretion. In the event of such assignment/transfer, the Superintendent's salary and other group benefits shall be those as stated in this Contract, or as such other terms that may be mutually agreed by the Superintendent and the Board.
22. **Outside Employment.** The Superintendent may engage in outside employment, providing that such employment does not interfere with nor create a conflict of interest with her duties as Superintendent. Prior to engaging in any outside, or any other paid or unpaid employment within the school system, the Superintendent shall obtain the approval of the Board. The Board reserves the right to deny any requests for outside employment, or any other paid or unpaid employment within the school system, sought by the Superintendent, and may review such approved employment with the Superintendent for the purpose of confirming the appropriateness of such employment.
23. **Personnel Conflict of Interest.** The Superintendent must disqualify herself from any actions regarding the potential hiring, evaluation, discipline, and termination of any family member as an employee of the school district. A "family member" shall be defined as the Superintendent's spouse or spouse's sibling or child; the Superintendent's sibling or sibling's spouse or child; the Superintendent's child or child's spouse; or the Superintendent's parent or parent's spouse, and includes these relationships as created by adoption or marriage.
24. **Tenure Exclusion.** The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act,

be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

25. **Extension of Agreement.** On or before April 1 of each Contract year, the Board will determine whether to extend the Superintendent's Contract for an additional Contract year. The Superintendent shall place the issue of extension on the Board's agenda for the last Board meeting in March. The Contract may be extended by the affirmative vote of a majority of the then-current Board members at that time. The compensation for the additional year may be set at that time or determined later in accordance with this Contract. The Contract term will not be extended without the affirmative vote of a majority of the then-current Board members. Merely achieving an evaluation rating of "effective" or above does not guarantee that the Board will extend the Contract term.
26. **Non-renewal.** The Board's decision not to renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
27. **Termination.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or if the Superintendent materially breaches the terms and conditions of this Contract, or for any reason which is not arbitrary and capricious. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The foregoing standards for termination of this Contract during its term shall not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

28. **Layoff.** This contract may also be terminated during its term pursuant to a decision by the Board to enter into an agreement with another district to share a Superintendent of Schools. A layoff shall only be instituted in those instances when a reassignment or transfer is in the judgment of the Board not feasible, or the offer of such is rejected. The Superintendent shall be given at least sixty (60) calendar days' notice of termination prior to the effective date of the layoff.
29. **Entire Agreement.** This Contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no prior or concurrent representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are cancelled and are suspended by the terms of this Contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

Any adjustment in salary or fringe benefit made during the life of this Contract shall neither be considered as entering into a new Contract nor as extending the termination date of the existing Contract.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

30. **Reduced Statute of Limitations.** The Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitations set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short time period to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
31. **Voidability.** 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 provision(s).
32. **Authorization.** This Contract is executed on behalf of the Ithaca School District pursuant to the authority granted as contained in the Board resolution adopted on April 18, 2016, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

Date: 5/6/16



Superintendent

ITHACA PUBLIC SCHOOLS BOARD OF EDUCATION

Date: 5-6-16



President

Date: 5-6-16



Secretary