

READING COMMUNITY SCHOOL'S  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, is made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Reading Community School District (hereinafter referred to as the "School District") and \_\_\_\_\_ (hereinafter referred to as the "Superintendent").

PREMISES:

A.) This contract is to comply with Section 1229 of the Revised School Code that the Superintendent be an employee of the District and that the Superintendent contract be in writing, and in addition to establishing their employer/employee relationship, this Contract serves as the basis of effective communication between the parties as they fulfill their governance and administrative functions in the operation of the educational programs of the District.

B.) The term "law" as used in various compliance provisions in the Contract, shall mean applicable State of Michigan or federal law, and Michigan Department of Education, State Superintendent, or State Board of Education rules, regulations, administrative decisions, policies or guidelines pertaining to local school district Superintendent qualifications, duties, compensation, contract and contract termination.

NOW, THEREFORE, in consideration of the Premises and their obligations the School District and the Superintendent agree as follows:

ARTICLE I  
EMPLOYMENT

1.1 The School District hereby employs Charles W. North Jr. as Superintendent for a term of 3 years commencing July 1, 2015 and ending June 30, 2018. The Superintendent hereby accepts such employment.

1.2 The Superintendent shall advise the Board of Education six (6) months in advance of his intention to terminate his employment within the term of this Contract as originally agreed to or as extended by later agreement.

1.3 Superintendent warrants, represents and affirms to the School District:

A.) that he has and will continuously maintain the education qualifications, administrator certifications and continuing education required by the Michigan Revised School Code, including Section 1246 and 1536 thereof, and any applicable rule or regulation of the Department of Education or any successors thereto, relative to the position of superintendent of schools throughout the life of this Contract. If at any time the Superintendent fails to hold or qualify for the certificates required for Superintendent, this Contract shall automatically terminate.

B.) that he is competent to perform the duties for which he is hired and that he possesses the requisite skill and knowledge to enable him to do so, and that he will perform his duties in a timely and fiscally responsible manner.

C.) that he will faithfully serve and be regardful of the interest of the School District during the term of this Agreement and will undertake no other employment, consultative work, speaking engagements, writing, lecturing or other professional duties and obligations when such activities would in any manner impinge upon time and effort required to be exerted by Superintendent in the discharge of his responsibilities under this Contract, unless the Board of Education gives its prior consent to such activities.

D.) that he will not acquire any interest adverse to the School District.

E.) that he will not withhold from the Board of Education, and will promptly report to the Board of Education, facts known to him, which facts, if not disclosed, could have a material detrimental effect on the operations of the School District or a material effect on the Board of Education's correct perception of the operations of the School District.

1.4 The Superintendent shall have a comprehensive medical examination, prior to the commencement of the Contract term and each contract year thereafter, and a statement certifying to the physical competence of the Superintendent shall be filed with the President of the Board of Education of the District and treated as confidential information by the Board. Any costs of said medical examination not covered by the board provided health insurance shall be paid by the District in accordance with the cost allocation standard.

1.5 It is expressly agreed that Superintendent shall not be deemed to be granted continuing tenure in the capacity as Superintendent or any other administrative capacity by virtue of this Contract of Employment.

ARTICLE II  
SUPERINTENDENT DUTIES AND RESPONSIBILITIES

2.1 Subject to the limitations set forth below, the Superintendent shall have charge of the administration of the School District under the direction of the Board of Education. The Superintendent shall, and shall be entitled to:

- A.) be the Chief Executive Officer and Chief Administrative Officer of the School District
- B.) attend each meeting of the District's Board of Education
- C.) be prepared to provide supporting documentation on each Board agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.
- D.) present his recommendations to the Board on any subject under consideration by the Board
- E.) serve as an ex-officio member without voting right of each committee established by the Board
- F.) direct and assign teachers and other employees of the school under his supervision
- G.) organize, reorganize, and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as best serves the District
- H.) select, subject to approval of the Board, place and transfer all personnel of the District

I.) agree to obey and fulfill the bylaws, policies, rules and regulations as established by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract

J.) from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District, and

K.) in general, perform all duties incidental to the office of Superintendent and such other duties as may be prescribed by the Board from time to time

2.2 Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract, to the extent required by this Contract and by law. Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question may reasonably exist as to whether a given interest or potential interest of the Superintendent is in conflict with interests of the School District, Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition will be controlling and complied with by Superintendent.

2.3 Superintendent shall perform his duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. It is the expectation that the Superintendent's time actually involved in matter and affairs of the School District shall be in excess of 40 hours per week and that the Superintendent shall be available and on-call to the District for extraordinary assignments and as circumstances typically warrant the attention and availability of a Superintendent of Schools. It is the expectation of the School Board that the Superintendent attend and participate in School District functions, and on occasion, other civic activities having relations to the School District's interests within the community serviced by the School District. The time expended in attending such meeting and activities had been taken into account in the setting salary and, thus, no additional compensation shall be forthcoming for such activity.

### ARTICLE III COMPENSATION AND BENEFITS

3.1 The School District shall pay the Superintendent a salary of \$87,976 for the remaining 2015-2016 school year (July 1, 2015 thru June 30, 2016). Annual salary will be calculated utilizing the Administrative Salary Schedule (attached as Addendum A). The Board will provide the Superintendent with an annual evaluation on or before June 30, 2016. The salary for the subsequent fiscal years shall be determined by the Board of Education, but in no event, excepting an across-the-board administrative wage reduction, shall such salary be less than that pertaining to the prior school year. The Superintendent shall not be paid his salary for absences from work which are not covered by paid leave days, vacation days and holidays as set forth by this Agreement.

3.2 Additionally, and subject to adjustment in accordance with the Cost Allocation Standard, the District shall be responsible for payment of a total retirement benefit of \$3000.00 for the 2015-2016 fiscal year. This amount will increase by \$500.00 each year to a maximum amount of \$5,000.00. The retirement benefit payment shall be made in equal bi-weekly installments beginning with the commencement of this contract.

3.3 Superintendent shall be reimbursed annually for travel within the School District's boundaries in the amount of six hundred dollars (\$600.00). Additionally, the Superintendent shall be reimbursed for mileage traveled outside of the School District's boundaries.

3.4 The district will pay the state cap amount for health insurance. Dental, vision and life insurance expenses will also be covered by the District.

- A.) Should the Superintendent choose not to participate in the District Health Insurance Plan, he/she will receive \$300.00 per month cash-in-lieu of insurance.
- B.) The Superintendent shall receive Long Term Disability Insurance.
- C.) The above mentioned insurance benefit programs shall be provided within the underwriting rules and regulations of the carrier's master contract with the District
- D.) The Superintendent shall have school-paid life insurance. The policy amount is to be at twice the rate of the Superintendent's salary, plus \$5,000.

3.5 The Superintendent is eligible to receive twenty (20) paid vacation days annually. No more than five (5) unused vacation days per year may be rolled over without the express approval of the Board of Education. No more than ten (10) unused vacation days may accumulate over the life of the contract, however no more than ten consecutive days may be used by the Superintendent without prior consent of the School Board. Upon retirement/resignation of Superintendent, the Board shall compensate the Superintendent one (1) day of unused vacation leave for each year of service; up to ten (10) days. Said compensation shall be based upon a per-diem calculation of the final annual salary amount.

3.6 The following days shall be considered holidays for the Superintendent. If the holiday falls on a Saturday or Sunday the preceding Friday or the following Monday will be used as the holiday.

- A.) Good Friday
- B.) July 4<sup>th</sup>
- C.) Labor Day
- D.) Thanksgiving Day
- E.) Friday following Thanksgiving Day
- F.) Christmas
- G.) New Year's Day
- H.) Memorial Day
- I.) Two Floating Holidays

3.7 The Superintendent shall be granted five (5) sick-leave days and three (3) personal-business days during each contract year. Unused personal –business days will accrue as sick leave days. Sick leave days may accumulate to ninety (90) days. Any previously accrued days earned within employment of the district will be maintained. Upon retirement/resignation of Superintendent, the Board shall compensate the Superintendent unused sick days up to ninety (90) days. Said compensation shall be \$35 per day.

3.8 In the event of death in the immediate family, (spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, spouse's grandparent or dependent living within the household) the Superintendent is allowed three (3) days with full pay not to be charged against Paid Leave Days. An additional two (2) days, if requested, shall be granted and charged against Paid Sick Days.

3.9 The Superintendent is encouraged to attend and participate in appropriate professional activities and conferences at the local and state level. In accordance with Section 1254 of the Revised School Code, all actual and necessary expenses for out-of- District travel, lodging and meals will be submitted to the Board for approval and payment at the current federal mileage reimbursement rate. The Board will

reimburse the Superintendent for a cell phone at the rate of \$75.00 a month. This amount will be revisited at the evaluation to be held on or before June of each contract year and will be based on the actual cost of cell phone charge for the District's purposes. Such reimbursements shall be paid, subject to adjustment in accordance with the Cost Allocation Standard.

3.10 Continuous Education Credit Hours will be reimbursed at rate of \$110.00 per credit hour earned.

#### ARTICLE IV EVALUATION AND REFERRAL

4.1 On or before May 30<sup>th</sup> of each contract year the Board and Superintendent shall meet for the purpose of mutual evaluation of the performance of the Superintendent (using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent), and for expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

4.2 This Contract may be extended either by option of the Board of Education or by operation of law, as provided below:

A.) The Board shall review this Contract with the Superintendent on or before May 30<sup>th</sup>, and take official action determining whether it is extended for an additional year and provide notice to the Superintendent on or before June 30<sup>th</sup>, of its action in writing. If the Board takes no action, the Contract shall be deemed to have been extended for an additional year through June 30<sup>th</sup> of the following year.

4.3 Separately from annual evaluation, members of the Board, individually or collectively, shall promptly refer all criticisms, complaints and suggestions called to their attention concerning the District to the Superintendent for study and recommendation.

#### ARTICLE V ERRORS AND OMISSIONS INSURANCE

5.1 The District shall pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the course and scope of his authority. The policy limits for this coverage shall not be less than \$2,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above error and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall so notify the Superintendent. In the event that Board shall consider on a case by case basis whether to provide legal defense and/or indemnification to the Superintendent

#### ARTICLE VI EARLY TERMINATION

6.1 Should the Superintendent be unable to perform under this Contract by reason of illness, accident or other cause beyond his/her control, and said disability exists for a period of more than six (6) consecutive months, or if said disability is permanent, irreparable, or of such nature as to make his/her contract performance duties impossible for a period of more than six (6) months, the District may, at its option, terminate this Contract, whereupon the respective duties, rights and obligations hereunder shall terminate, but long term disability and health benefits may continue under applicable insurance.

6.2 The Board may terminate this Contract without liability hereunder for salary, pension contributions and/or fringe benefits, for any reasons including but not limited to an act or omission constituting moral turpitude or misconduct; the suspension or revocation of any required certification or the like, a failure to maintain the credentials and qualifications for the position of Superintendent as required by this contract; misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.

ARTICLE VII  
MISCELLANEOUS

7.1 Arbitration. In the event of a dispute between the parties relating to any provision of the Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit to such 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 between 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.

7.2 Amendment. This Contract contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either party, or any person on their behalf. This Contract may only be modified or amended during its term only in writing and must be signed by both parties

7.3 Severability. This contract is governed and shall be interpreted in accord with the laws of the State of Michigan. The unenforceability of any provisions of this Contract shall not affect the enforceability of the remaining provisions of this Contract, and to this end, the provisions of this Contract are severable.

7.4 Waiver. Failure to enforce or require compliance with any of the terms or conditions of this Contract shall not constitute a general waiver or relinquishment of any terms or conditions of this contract.

7.5 Effectiveness. This Contract shall become effective at such time as this Contract has been executed by all parties.

IN WITNESS WHEREOF, the District has caused this Contract to be executed on its behalf by its authorized officers, and the Superintendent has executed this Contract on the date(s) so indicated with their signatures.

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Justine Galloway,  
President - Board of Education

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Pam Bassage,  
Secretary – Board of Education

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Charles North,  
Superintendent