

**COPPER COUNTRY INTERMEDIATE SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT**

**THIS CONTRACT**, entered into this **1<sup>st</sup> day of July 2011**, between the **Board of Education**, hereinafter called the "Board" and **Dennis P. Harbour**, hereinafter called the "Superintendent."

**WITNESSETH:**

**1. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity of the school district including, but not limited to, those duties required by the School Code. 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 of significant 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 needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

**2. TERM**

The Board agrees to employ **Dennis P. Harbour** as **Superintendent** of its schools for the term of **2 years** from **July 1, 2011** to and including **June 30, 2013**.

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional two-year period.

**3. EVALUATION**

The Board shall evaluate the Superintendent, at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Superintendent.

**4. TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in such capacity.

**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 his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments 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 the Superintendent against such demands, claims, suits, action 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.

The District shall reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic university courses including: tuition, textbooks, mileage, meals and other necessary costs.

## **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 the 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 may have a comprehensive medical examination (once each year; every other year) at Board expense, by a physician of his choosing. The report of said examination shall be delivered exclusively to the Superintendent.

## **9. COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be **\$112,295 for the 2011-2012 year and \$113,418 for the 2012-2013 year**. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The Superintendent shall also annually receive a **Tax-Sheltered Annuity in the amount of \$2,500.**

## **10. FRINGE BENEFITS**

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

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Life insurance in the amount equal to the annual salary.
- Twelve (12) sick days per year to be accumulated to a maximum of 160. The Superintendent shall be awarded 30 days of accumulated sick leave upon approval of this agreement. (The second sentence applies if this is the Superintendent's initial contract.
- Twenty-five (25) vacation days per year. These shall be in addition to the holidays recognized by the District. An option is given to the Superintendent to be paid for a maximum of 10 days in lieu of vacation.
- Three (3) personal days per year.
- Three (3) days of bereavement leave, not to be deducted from sick leave.

#### **11. TRANSPORTATION**

The Board shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.

#### **12. 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 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.

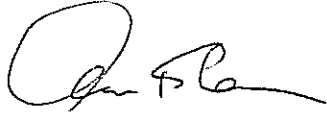
#### **13. TERMINATION OF CONTRACT (by Superintendent)**

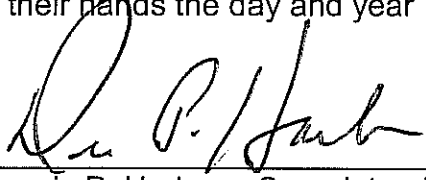
The Superintendent may terminate this Contract by giving the School District written notice of his election to do so at least sixty (60) days prior to the anniversary date of this Contract, and such notice shall be delivered to the President or the Secretary of the Board of Education of the School District. This time may be reduced by mutual agreement of the Board.

#### **14. BREACH**


In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

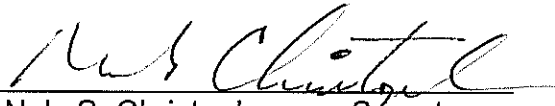
IN WITNESS WHEREOF the parties hereto have set their hands the day and year hereunder written.

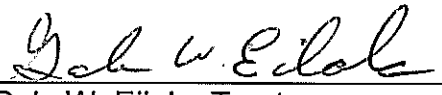
By   
Albert A. Koskela, Board President

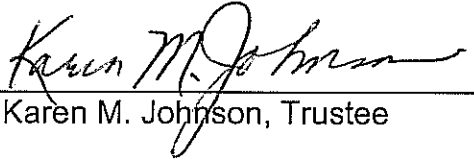
By   
Dennis P. Harbour, Superintendent

By   
Robert C. Tuomi, Vice-President

By   
Robert L. Roy, Treasurer

By   
Nels S. Christopherson, Secretary

By   
Gale W. Eilola, Trustee

By   
Karen M. Johnson, Trustee

By   
Lisa A. Tarvainen, Trustee

Date 9-13-11