

SUPERINTENDENT'S EMPLOYMENT CONTRACT
between
KARL HEIDRICH
and the Board of Education of the
STOCKBRIDGE COMMUNITY SCHOOL DISTRICT

THIS CONTRACT is entered into on the 1st day of July, 2015, between the Board of Education of the Stockbridge Community School District, referred to as the "Board of Education," and Karl Heidrich as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on the 1st day of July, 2015, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM. This contract shall take effect on the 1st day of July, 2015, and continue in force through the last day of June, 2018, subject to extension and termination as provided in Paragraphs 4 and 10.
2. DUTIES. The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the law applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. EVALUATION. Annually, no later than the last day of February of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
4. EXTENSION. This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. The Board of Education, no later than the last day of March of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

5. TENURE EXCLUSION. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.
6. COMPENSATION. The Board of Education shall pay to the Administrator an annual salary of \$118,000 dollars for the school years 2015 to 2016 and not less than \$118,000 dollars for the school years 2016 to 2017 and 2017 to 2018. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
7. INSURANCE BENEFITS: During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time professional administrative staff.

Administrator shall contribute to his health, vision, LTD, dental, and life insurance premiums to the extent required by law.

8. OTHER BENEFITS. The Administrator is entitled to the following specific benefits:
 - A. Ten (10) sick days per year with a limit of 200 days and a payoff, after five (5) years of service, at \$50 per day.
 - B. Two (2) business days per year.
 - C. Bereavement leave as in the Administrator's contract.
 - D. ~~District provided cell phone with miscellaneous personal calls.~~
 - E. The same non-duty holidays as the administrators.
 - F. Twenty (20) vacation days per year to be used during winter and spring breaks and at other times of the year as the school schedule allows.
 - G. Reimbursement of \$4,500 as a lump sum for moving expenses if Administrator moves to within the school district.
 - H. ~~\$100~~ **\$200** monthly reimbursement for use of personal vehicle for district business.
 - I. Board paid annuity of \$100 per month.

J. The district will reimburse up to six (6) semester hours per year for course work that is related to Professional Growth in administrative skills.

9. SPECIAL PROVISIONS. Medical Examination - The Superintendent agrees to have a comprehensive medical examination once every year. 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 not covered by health insurance shall be paid by the District.

Disability - In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) days for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

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

Administrator may request a ninety (90) work day unpaid leave extension in the event of his 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 Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by the Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his 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 the resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

10. TERMINATION. If, at any time, the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy or regulation.

11. SEVERABILITY. If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
12. DISPUTE RESOLUTION. Any dispute or controversy related to a provision of the contract, which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American Arbitration Association.
13. GOVERNING LAW. This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties of this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

For the Board of Education:

By the Administrator:

President

Secretary