

**Saranac Community Schools**

88 S. Pleasant St.

Saranac, MI 48881

**SUPERINTENDENT CONTRACT**

THIS CONTRACT, entered into this 23<sup>rd</sup> day of March, 2011, between the Saranac Community Schools Board of Education, hereinafter called "Board" and Richard Maury Geiger, hereinafter called "Superintendent".

1. **DUTIES**

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of Superintendent of the School district and agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education.

Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.

2. **CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of its schools commencing July 1, 2011 and ending June 30, 2013.

On or before January 31, 2012, the Board shall take official action to determine whether this Contract should be extended for an additional year/years. The Superintendent shall be provided with written notification of any action taken by the Board.

3. **EVALUATION**

Annually, not later than the 31<sup>st</sup> day of March of each year during the term of this Contract, the Board of Education shall review with the Administrator his performance as Superintendent.

4. **TENURE**

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

5. **"HOLD HARMLESS" CLAUSE**

In light of the unique nature of the professional duties of the Superintendent, the District shall provide the Superintendent, at no expense to him, legal counsel acceptable to the Board in any civil lawsuit brought against him related to his employment by District. Further, the District shall indemnify the Superintendent from liability in any action related to Superintendent's employment by the District to the extent of insurance coverage only. The District's obligation to provide Superintendent with legal

counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

6. **LIABILITY INSURANCE CLAUSE**

The Board shall provide public liability insurance for the superintendent to provide coverage for legal expenses and liability. The extent of such coverage shall be solely based upon the terms of the policy of insurance.

7. **PROFESSIONAL GROWTH**

The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses which are not prepaid by the Board.

8. **PROFESSIONAL DUES**

The Board shall pay Superintendent's dues for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and MASA regional dues.

9. **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said Contract in 26 equal installments. Annual compensation for the Contract year 2011-2012, shall be *Ninety-five Thousand dollars (\$95,000)*; the first payment to be made on **July 8, 2011** with subsequent payments to be biweekly. The salary for subsequent years will be determined annually at the time of evaluation, with the understanding that the salary will be at least equal to the previous year's salary.

The Superintendent shall annually receive Deferred Compensation; a Tax-Sheltered Annuity in the amount of \$2,000.

10. **RESIDENCY REQUIREMENT**

Public Act 212 of 1999 can require the Superintendent to reside within 20 miles of the School Districts' boundary. Saranac Board prefers to have the Superintendent live inside the district boundaries.

11. **FRINGE BENEFITS**

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his/her eligible dependents for the following insurance programs:

a. Health Benefits

- i. Health: Priority Health-HSA (fully paid by the Board)
- ii. Dental: 60-60-60 with orthodontic \$1,000 maximum
- iii. Vision: VSP-3
- iv. Long-Term Disability insurance: 66 2/3 % after 120 days

b. Term Life Insurance in the amount of \$49,000.

In addition to the fringe benefits listed above the superintendent shall also be entitled to the following:

- a) Twelve (12) sick days per year to be accumulated at a maximum of 150 days. The Superintendent shall be awarded 25 days of accumulated sick leave upon approval of this agreement.
  - i) Upon retirement or death, the Administrator or his/her beneficiary will be entitled to \$100 per day for accumulated sick time while serving as an administrator or teacher at Saranac Community Schools up to a maximum of 100 days.
  - ii) Upon termination for any reason except retirement or termination for just cause, an Administrator who has been at Saranac Community Schools for less than twenty (20) years, shall be entitled to \$50 for each accumulated sick day, while serving as an administrator, to a maximum of 100 days.
- b) Twenty (20) vacation days per year. Five (5) days may be carried over to the 2012-2013 Contract. All scheduling of vacation is subject to the approval of the Board.
- c) Superintendent is entitled to the following holidays for which no service to the School District is required: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Good Friday, and Memorial Day.
- d) Five (5) personal days per year. These days will not be cumulative.
- e) Up to three (3) days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, step-sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, grandchildren or step-grandchildren.

i. **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.

ii. **TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge for conduct involving moral turpitude, good and just cause. 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. The non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board, shall not constitute discharge within the meaning of this Contract.

iii. **VENUE**

In the event there is a dispute regarding the terms of this contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

iv.

MERGER CLAUSE

This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. The employee acknowledges and agrees that in executing this agreement she is not relying on any representation by the employer not set forth in this agreement.

v.

NO MODIFICATIONS CLAUSE

The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing, signed by the Superintendent and the board and formally approved by the Board.

vi.

SEVERABILITY CLAUSE

If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

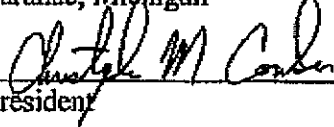
IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed this 23<sup>rd</sup> day of March, 2011.

Superintendent

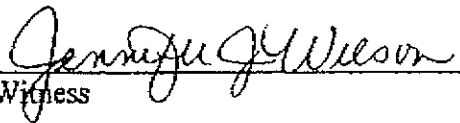


Saranac Community Schools  
Saranac, Michigan

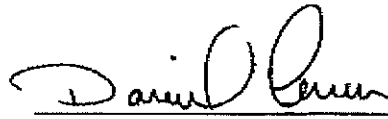
President



Witness



Secretary



# Saranac Community Schools

88 Pleasant Street  
Saranac, Michigan 48881

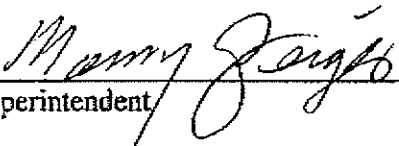
[www.saranac.k12.mi.us](http://www.saranac.k12.mi.us)

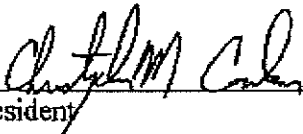
Telephone 616-642-1400  
Fax 616-642-1405

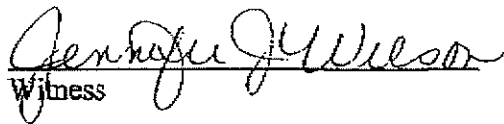
## Addendum to Maury Geiger's Contract:

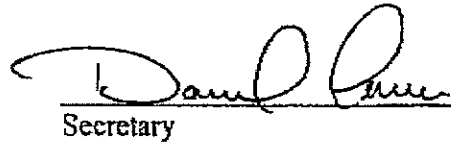
From March 23, 2011 to June 30, 2011 Maury Geiger will be paid \$200 per day (based on an 8 hour day) spent at Saranac Community Schools in preparation for assuming duties as superintendent on July 1, 2011, not to exceed \$2,000.

Saranac Community Schools  
Saranac, Michigan

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Secretary

Saranac Elementary School  
Phone 616.642.1200  
Fax 616.642.1205

Jean K. Harker Middle School  
Phone 616.642.1300  
Fax 616.642.1305

Saranac High School  
Phone 616.642.1100  
Fax 616.642.1105


THE school of choice, preparing youth today for tomorrow...

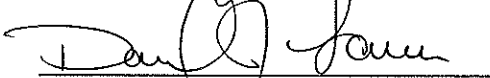
# Letter of Understanding # 1 (2011-12)

It is mutually agreed that the Board will take official action to determine whether the Superintendent contract should be extended for an additional year/years by March 30<sup>th</sup>, 2012.


This letter of understanding binds neither the Board nor the Superintendent to any position in future situations or contracts.

  
Steve LaWarre, President


  
Maury Geiger, Superintendent

  
Dan Lauer, Vice President

Date 1/3/12

  
Andrea Adgate, Secretary

  
Judy Tutak-Hill, Treasurer

  
Chris Coulson, Trustee

  
Tom Hardy, Trustee

  
Brent Denny, Trustee

12-15-2011  
Date

# Saranac Community Schools

88 Pleasant Street  
Saranac, Michigan 48881

[www.saranac.k12.mi.us](http://www.saranac.k12.mi.us)

Telephone 616-642-1400  
Fax 616-642-1405

## March 29, 2012 School Board Meeting

**SUPERINTENDENT'S CONTRACT EXTENSION:** Vice-President, Dan Lauer reported that it has been a lengthy and in-depth evaluation process that has went very well. The board thanked Mr. Geiger for his hard work and dedication to the district.

Motion by Adgate, supported by Hardy and unanimously approved that the Saranac Board of Education approve Superintendent, Maury Geiger's contract extension by one year to (2014).

Saranac Elementary School  
Connie Hamilton, Co-Principal, Curriculum Director  
Jason Smith, Co-Principal, Transportation Director  
Phone 616.642.1200  
Fax 616.642.1205

Saranac Junior-Senior High School  
Beth Simpson, Co-Principal, Special Ed Director  
Josh Leader, Co-Principal, Athletic Director  
Phone 616.642.1100  
Fax 616.642.1105

---

Preparing youth today for tomorrow...

