

**CONCORD COMMUNITY SCHOOLS  
SUPERINTENDENT OF SCHOOLS  
EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into on May 16th, 2019 by and between the **CONCORD COMMUNITY SCHOOLS, JACKSON COUNTY** herein called the “District”, and **Dan Funston**, herein called the “Superintendent”.

**WITNESSETH:** The District agrees to employ Dan Funston as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement:

1. **TERM:** The board agrees to employ Dan Funston as Superintendent of its schools for the term of five years from July 1, 2018 to and including June 30, 2023. The board shall review this contract with the Superintendent annually, and shall, on or before March 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the contract shall be deemed to have been extended for an additional year.
2. **QUALIFICATIONS AND DUTIES:** During the term and any extension or renewal thereof, Superintendent agrees to:
  - (a) Serve the District as its Superintendent of schools and perform the duties required by law;
  - (b) Obey, fulfill, and implement the policies of the Board of Education of the District;
  - (c) Carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
  - (d) Keep the Board of Education cognizant of information, which may be of importance to its members;
  - (e) Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
  - (f) Promote good community relations;
  - (g) Prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
  - (h) Represent the District in dealing with other organizations, school staff, the public, and news media;

- (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
- (j) Devote his full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional duties and obligations, provided the President of the Board of Education approves such activities).

3. **CERTIFICATION AND QUALIFICATION:** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including, but not limited to, the regulations of the Department of Education, North Central Association and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall, at the option of the Board, terminate and the Board shall have no further obligations hereunder.

4. **COMPENSATION:**

(a) **Base Compensation:** For his services as Superintendent of Schools, the District agrees to pay the Superintendent a salary of one hundred, three thousand, five hundred, twenty five (\$103525.00) dollars annually, July 1, 2019 and payable in 25 installments, each such periodic payment to be as nearly equal as possible through the 2019-2020 school year. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

5. **FRINGE BENEFITS:** The Board further agrees to provide the following benefits to the Superintendent:

(a) **Medical Examination:** The District agrees to reimburse Superintendent for the cost of an annual medical examination to the extent not covered by health insurance from a physician selected by Superintendent.

6. **INSURANCE BENEFITS:** The superintendent may choose one of the current Cafeteria Plan health insurance options available to district employees.
  
7. **SICK LEAVE, VACATION AND OTHER LEAVES OF ABSENCE:** The Superintendent shall be afforded the following sick leave, vacation and other leaves of absence: All leave time in sections 7a, 7b, and 7d shall be pro-rated if the superintendent separates from the district prior to the end of the school fiscal year (June 30<sup>th</sup>).
  - (a) Twelve (12) days of paid sick leave per year. Superintendent may use sick leave days for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren, and parents of the Superintendent and spouse).
  - (b) Paid funeral leave of not more than five (5) days per year to attend the funeral of a member of the Superintendent's immediate family as defined above.
  - (c) Paid jury leave, provided all jury fees are paid to the school district.
  - (d) Three (3) days per year for professional or personal business, with no right to accumulate.
  - (e) The Superintendent shall be entitled to twenty five (25) working days of paid vacation, exclusive of legal holidays observed by the District, during each year of this Agreement. Such vacation period shall be selected during periods of time least disruptive to the operations of the District. The Superintendent shall take at least twenty (20) days vacation per year and shall not carry forward more than five (5) days from one year to the next. In the event of severance from the District, the Board agrees to pay the Superintendent for any unused vacation time not to exceed ten (10) days at the per diem rate at the time of severance, provided that if his severance occurs before the end of a year of the term, vacation days for that year shall be prorated based on actual time worked.
  
8. **AUTOMOBILE EXPENSE OR ALLOWANCE:** Superintendent shall use his own personal automobile for school purposes and shall receive mileage reimbursement at the IRS mileage rate from the district.

9. **BUSINESS EXPENSE:** Actual and reasonable expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education shall be reimbursed upon submission of receipts and reports of expenditures. All such expenses shall be reviewed by the Board of Education during its monthly bill review.
10. **PROFESSIONAL MEETINGS AND AFFILIATIONS:** The District will pay the Superintendent's dues for membership in the following professional organizations:
- The Michigan Association of School Administrators

The Superintendent may attend professional educational meetings at the local and state levels, with the actual and reasonable expense of such attendance to be paid by the District as approved by the board of education.

11. **EVALUATION:** The Board of Education shall evaluate the Superintendent in writing prior to December 31<sup>st</sup> of each contract year in this agreement. The evaluation shall be presented to, and discussed with, the Superintendent by a committee appointed by the president of the Board of Education. On or before its regular December Board meeting of each year of the Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

12. **TERMINATION FOR CAUSE:**

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she 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/she may have legal counsel at his/her own expense.

13. **ARBITRATION AND GOVERNING LAW:**


In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration 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 by 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.

14. **AMENDMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted, and executed by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**CONCORD COMMUNITY SCHOOLS  
JACKSON COUNTY, MICHIGAN**

By:   
\_\_\_\_\_  
Dan Funston, Superintendent

By:   
\_\_\_\_\_  
Aaron Strouss, President Board of Education

Date: 3/20/2019

Date: 5-20-19