

## HANOVER-HORTON SCHOOL DISTRICT

### CONTRACT OF EMPLOYMENT Superintendent of Schools

It is hereby agreed by and between the Board of Education of the Hanover-Horton School District, (hereinafter "Board") and Linda K. Brian (hereinafter "Superintendent") that the Board in accordance with its action found in the minutes of its meeting held on April 18, 2011, has and does hereby employ the said Linda K. Brian as its Superintendent of Schools for a three year period commencing on July 1, 2011 and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties and responsibilities of Superintendent of Schools as prescribed and assigned by the Board. Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities prescribed and assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District for which she is responsible during the entire term of this Agreement. Further, Superintendent pledges to use her best efforts to maintain and improve the quality of the operation of the School District and to at all times promote efficiency and excellence in all areas of her responsibility.
2. Superintendent represents that she possesses, holds and will maintain all certificates and qualifications required by law, including the regulations of the Department of Education, 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 as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Superintendent shall be paid at an annual salary of \$113,892.00 in consideration of her performance of the duties and responsibilities of the position of Superintendent of Schools, and in conformance with the requirements and expectations of the Board as set forth herein.

The annual salary for the period July 1, 2012 to June 30, 2013 shall be paid in twenty-six (26) by-weekly installments during the applicable twelve-month period and is a continuation of the contract in effect as of April 18, 2011. The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, but any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed hereinabove. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this contract.

4. Superintendent shall be provided with vacation, holidays, sick leave, insurance and other fringe benefits as described and specified in Appendix A, attached hereto and incorporated herein.
5. The Board, not later than March 1, 2014, shall consider extension of this contract for an additional one (1) year period through June 30, 2015, which the Board may grant or deny in its discretion. Should the Board take no action, the extension shall be deemed denied. Superintendent shall have the responsibility to remind the board in writing of the obligation, to consider the extension no later than January 8, 2013. Failure to remind the Board accordingly shall relieve the Board of any obligation to consider the extension.
6. At least once each fiscal year, the Board and the Superintendent shall meet for the purpose of evaluation of the performance of the Superintendent and expressing recommendations and observations on how such performance may be continually improved. The date and time of such meeting shall be agreed to in advance of the meeting to permit adequate preparation for a constructive exchange of views. Superintendent shall have the responsibility to remind the Board in writing of this obligation annually. Failure to remind the Board accordingly shall relieve the Board of this obligation.
7. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform her position responsibilities for a period of ninety (90) work days or more due to mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency or other justifiable causes, or if Superintendent materially breaches the terms and conditions of this Contract of Employment. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which is discretionary with the Board of Education. In the event that the Board undertakes to discharge Superintendent during the term of this contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract of Employment, this contract shall automatically terminate and the Board shall have no further obligation hereunder. 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 to 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 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.
8. (a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association.

Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his/her authority.

- (b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
  - (c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.
9. Superintendent agrees that she shall not be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by her employment with the School District or any provision of this Contract of Employment and continuing tenure in the position of Superintendent of Schools or in any administrative capacity is hereby expressly denied. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract of Employment or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. The Board may require that Superintendent have a medical examination if deemed necessary to determine if Superintendent can perform the essential functions of the job with or without an accommodation. If such examination is required, a statement shall be filed with the Secretary of the board certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform her duties. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this contract. Additionally, the Superintendent shall upon request of the board, release medical information necessary to determine if Superintendent is capable of performing the duties required in her assignment. Medical information provided pursuant to this provision shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.
11. The Board agrees to 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 scope of her authority. The policy limits for this coverage shall not be less than \$1,000,000.00 per occurrence with an aggregate policy limit of \$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 errors and omissions coverage.

12. This Contract of Employment contains the entire agreement and understanding by an between the Board and the Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or finding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
13. If any provision of this Contract of Employment becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract of Employment 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 this Contract of Employment to any party.
14. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in the resolution of the Board adopted on April 16, 2012, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

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Superintendent HANOVER-HORTON SCHOOL DISTRICT

*Kathie Muehl*

Board President

*4-16-12*

Date

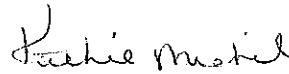
## SUPERINTENDENT'S CONTRACT – APPENDIX “A”

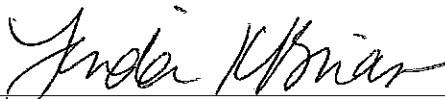
Linda K. Brian

1. Additional Salary: In addition to the base salary the superintendent shall receive the sum of \$8,000.00 during each year of this contract for the purpose of purchasing an annuity.
2. Disability: The Board shall provide yearly long-term disability insurance for the superintendent for medical disability in excess of three (3) months, provided such coverage is available within normal rate.
3. Sick Leave: It is agreed that from time to time the superintendent may be absent from the performance of her duties because of medical illness. In addition, the board agrees to provide all salary and benefits to the superintendent for a period of up to three months if the superintendent shall be continuously unable to work because of a medical disability. It is the intention of both parties that long-term disability insurance would become applicable following three months.
4. Life Insurance: The board shall provide term life insurance for the superintendent in the amount of \$100,000 provided such coverage is available within normal rates.
5. Expense Allotment: The board shall provide the superintendent with an expense allotment of up to \$1,000 per year. Expenses will be reported to the board and reimbursed pursuant to board policy.
6. Vacation: The superintendent shall be entitled to a total vacation of four weeks per year. Vacation will be exclusive of legal holidays. The vacation time will accumulate from one year to the next. Such vacation may be taken as determined by the superintendent. For clarification, however, up to five days off during the Hanover-Horton School District's Christmas break shall not be counted as vacation.
7. Holidays: The following shall be paid holidays: Labor Day, and the Friday preceding, Thanksgiving Day and the Friday following, Christmas Day and the day preceding, New Year's Day and the day preceding, President's Day and the Friday preceding, Good Friday, Memorial Day and the Fourth of July. For purpose of determining day of work in this contract, the number of days for the superintendent's contract is 228.
8. Professional Dues, Continuing Education, Conference/Workshop Expenses: The board shall make available annually an amount not to exceed \$3,000 to be used by the superintendent for professional dues or fees, conferences and workshops, or graduate credit tuition reimbursement for course work directly related to the field of education administration.

9. Insurance: The board shall provide health insurance, dental insurance, vision coverage and full Michigan Retirement to the superintendent. Insurance coverage shall be as follows:
- |        |                  |
|--------|------------------|
| Health | BCBS Simply Blue |
| Dental | DELTA Dental     |
| Vision | VSP 2            |
10. Mileage Expenses: The board will reimburse the superintendent at the IRS per mile rate for extensive travel outside the district.

**HANOVER-HORTON SCHOOL DISTRICT**

BY:   
Kathie Michel, President

BY:   
Linda K. Brian, Superintendent

DATE: 4-16-2012