

SPRINGPORT PUBLIC SCHOOLS

EMPLOYMENT AGREEMENT (SUPERINTENDENT)

THIS AGREEMENT is made and entered into this 13th Day of December, 2011, between the **SPRINGPORT PUBLIC SCHOOLS** ("District") and RANDALL COOK, ("Superintendent").

The District agrees to employ Randall Cook as Superintendent of Schools on the terms and conditions set forth in this Agreement.

1. Term. This Agreement shall take effect on July 1, 2012, and continue in force thereafter through June 30, 2017, subject to extension and termination as provided in Paragraph 5 and 10 (the "term").
2. Duties. During the term and any extension or renewal thereof, the Superintendent agrees to:
 - (A.) Serve the District as its Superintendent of Schools and perform the duties required by law and directed by the Board of Education;
 - (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 chief operating officer;
 - (D.) Keep the Board of Education cognizant of information which may be of importance to its members;
 - (E.) Prepare an agenda 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 no later than June 30th each year, 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 and community informed of progress towards the goals;

- (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.

3. **Certification and Qualifications.** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including 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 qualification for the position of Superintendent of School including the completion of continuing education requirements as required by Section 1246 of the Revised School Code, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.

4. **Evaluation.** Annually, but no later than the 15th day of January of each year during the term of this Contract, the Board of Education shall review with Superintendent his performance. This evaluation will be based in part, but not limited to, achievement of mutually agreed upon goals and objectives.

5. **Extension.** This agreement may be extended by option of the District or by operation of law, as follows:

(A.) **Board Option.** The Board of Education, no later than the 15th day

January of each year during the term of this Agreement, may extend the Agreement for an additional one-year period. The Board of Education, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.

(B.) **Operation of Law.** Superintendent's appointment in such capacity is renewable for an additional 1-year period unless Superintendent receives written notice of nonrenewable from the District at least ninety (90) days prior to the expiration of the term hereof (no later than March 31, 2011), and required by Section 1229 of the Revised School Code, as amended.

6. **Tenure Exclusion.** This Agreement does not confer tenure upon the Superintendent in the position of Superintendent, or any other administrative position in the district.

7. **Compensation.** The District shall pay the superintendent an annual salary of Ninety-Seven Thousand, Eight Hundred Sixty Nine Dollars and no/100ths (97,869.00) for the 2011-2012 school year. The salary shall be paid in 26 equal installments. When necessary to calculate a per diem rate, the rate will be based on 52 weeks per year. The District

retains the right to adjust the annual salary of Superintendent during the term of this Agreement, but any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed above. Any adjustment in salary made during the term of this Agreement shall be in the form of a written amendment and, when executed by Superintendent and the District, shall become part of this Agreement.

Superintendent shall, during each year of the term, receive a District paid contribution to a tax deferred annuity selected by Superintendent in the amount of Three Thousand (\$3,000.00) Dollars.

8. **Benefits.** The Superintendent is entitled to the following specific benefits.

(A.) The Superintendent shall be entitled to a total vacation period of twenty (20) days per year, exclusive of the following holidays:

New Year's Day, President's Day, Good Friday (if school is not In session), Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day.

Such vacation may be taken at any time or times determined by the Superintendent with advance notice given to the President of the Board of Education. With written permission from the President of the Board of Education, unused vacation days may be carried over.

(B.) Superintendent shall be granted a bank of eighteen (18) days paid leave for person illness, injury or quarantine, and shall earn one (1) sick day for each month of employment with the District, cumulative without limit. Three (3) personal/business Days will be granted per year non-cumulative. Unused days shall accumulate as sick days.

(C.) The Superintendent and his family shall be fully covered by the District's approved administrative medical, hospital, dental, vision insurance programs, or 60% of the cost thereof applied to the basic contract as cash benefit in accordance with the District's Section 125 Plan with the IRS.

(D.) \$50,000.00 term life insurance for the Superintendent.

(E.) Long-term disability insurance for the Superintendent.

(F.) In the event of the death of the Superintendent during the

term hereof, the annual salary and medical, hospital and vision insurance program shall be continued for a period of ninety (90) days, payable to and/or for the benefit of the Superintendent's surviving spouse and dependent children.

(G.) Bereavement: Employee shall be granted up to five (5) working days off with pay for a death of the employee's spouse, children, or parents of the employee or their spouse. Three (3) days for grandparents, grandchildren, brother or sister of the employee or their spouse. Additional time may be granted by the employer, deductible from business leave, depending on the reason of the extension.

(H.) If the Superintendent retires through the Michigan Public School Employees Retirement System from the District after ten (10) years of service to the District, he shall be reimbursed for unused sick leave, up to a maximum of sixty (60) days. Reimbursement shall be equal to one-half ($\frac{1}{2}$) the Superintendent's per diem rate.

9. **Termination.** This Agreement may be terminated at any time for good and just cause by either the Superintendent or the District. No discharge of the Superintendent shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the board of Education after ten (10) days notice in writing. At such a hearing, he may have legal counsel at his own expense.

10. **Special Provisions.**

A. Attendance at Workshops and Conferences

Superintendent may attend appropriate professional meetings of the MASA and AASA with membership dues in those organizations paid by the District. He may participate in MASA and AASA activities at the local, regional and state levels. Membership in other professional or service organizations shall be paid for by the Superintendent. Professional activities of such other organizations at the local, regional or state levels may be attended with prior approval of the President of the Board of Education. Superintendent may attend appropriate professional meetings at the national level as he determines appropriate as long as necessary budgeted funds are available and with the prior approval of the Board of Education. Superintendent shall be reimbursed for his expenses incurred in connection therewith and for any other actual and necessary out of pocket expenses incurred

on behalf of the District. Documentation of his expenses must be approved by the Board of Education prior to reimbursement.

B. Longevity

Longevity pay will be paid to Randall Cook in the amount of Fifteen Hundred dollars (\$1,500) per year, retroactive to his date of hire for up to fifteen (15) years. This amount will be made on a mutually agreeable time following the conclusion of his career in Springport Public Schools. The amount, if requested by Randall Cook, may be made payable to his annuity.

11. **Medical Examination.** Superintendent may elect to have a comprehensive medical examination once every year. The cost of the physical examination shall be paid by the District insurance. Expenses not covered by insurance shall be reimbursed by the District. A copy of the results of the examination shall be provided to the Board of Education.

12. **Professional Liability Protection.** The District shall indemnify Superintendent against expenses (including attorney's fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal, or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as Superintendent, within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the District, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to any indemnification in relation to matters to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duties.

13. **Residence.** Superintendent shall, as a condition of employment, reside within a twenty (20) mile distance of the District's nearest boundary.

14. **Disability.** If Superintendent is unable to perform any or all of his

duties by reason of illness, accident or other cause beyond his control and said disability exists for a period of more than sixty (60) days during any school year, the District may, at its discretion, make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) days or if a disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations hereof shall terminate. In the event of such termination, the fringe benefits will be continued for one (1) year from that date.

15. **Arbitration and Governing Law.**

(A.) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to the labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgement upon and enforce any award entered by the arbitrator within his 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 abitrator'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.

16. **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 instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF, the parties have signed this Employment Agreement as of the day and year written on the opening paragraph.

SPRINGPORT PUBLIC SCHOOLS

By: _____

Craig Ward, President

RANDALL J COOK