

DRYDEN COMMUNITY SCHOOLS
CONTRACT OF EMPLOYMENT

Joint Superintendent of Schools & Junior/Senior High School Principal Contract

It is hereby mutually agreed by and between the Dryden Community School District Board of Education (the "Board") and Mary Finnigan (the "Administrator") that, pursuant to the applicable provisions of the Michigan Revised School Code of the State of Michigan MCL 380.1229, the Board has and hereby employs Mary Finnigan in the joint position of Superintendent of Schools and Junior/Senior High School Principal from July 1, 2016, to and including June 30, 2018, according to the following terms and conditions.

1. Administrator shall perform the duties of:
 - A. Junior/Senior High School Principal. Administrator shall satisfy all legal requirements of the State of Michigan whether by statute, rule or regulation, and the qualifications established by Board for the position of Principal. As Principal, Administrator shall be responsible for K-12 curriculum and instruction, and all operations of the Junior/Senior High School, as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time. Administrator shall perform such duties according to the job description established by Board and as such duties are assigned and directed by Board in a competent and professional manner. Administrator shall endeavor to meet the goals established by Board for the Junior/Senior High School, provide a superior educational experience for the students attending the Junior/Senior High School, and meet the student achievement standards established by Board.
 - B. Superintendent of Schools. Administrator shall satisfy all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by Board for the position of Superintendent. As Superintendent, Administrator shall be subject to the direction and control of Board, shall perform the duties defined by law and such other duties as shall be delegated to Administrator by Board, and shall comply with all Board policies. Administrator's duties shall include selection of the administrative staff and the authority to extend one or two year contracts subject to the required Board approval process. Any complaints or concerns about the administrative staff shall be directed to Administrator. Administrator shall perform the duties of Superintendent as assigned and directed by Board in a competent and professional manner, meet the goals established by Board, provide a superior educational experience for the students attending the Dryden Community School District, and meet the student achievement standards established by Board.

2. Administrator possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the positions of Superintendent and Principal. If, at any time, Administrator fails to maintain all certificates, credentials and qualifications for the position of Administrator as required herein, this contract shall automatically terminate with respect to the position(s) Administrator fails to meet the qualifications for and Board shall have no further obligations herein.

3. Administrator may be transferred to another administrative position as deemed necessary by Board.

4. Administrator agrees during the period of this contract to faithfully perform all required duties and obligations in such capacities for the Dryden Community School District including, but not limited to, those duties required by the Revised School Code and Board. Administrator shall not engage in acts of moral turpitude or dishonesty at any time while employed by Board.

5. In SY 2016-17, Administrator shall be paid an annual salary of not less than \$108,000 in consideration of the duties and responsibilities of the positions of Principal and Superintendent in conformance with the requirements and expectations of Board as set forth herein. Based on a satisfactory performance evaluation, Administrator shall be paid an annual salary of not less than \$113,000 in SY 2017-18. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1st through June 30th. In addition to the annual salary, Administrator shall receive \$2,000 annually upon completion of an Education Specialist Degree.

6. As a year-round employee, Administrator shall perform the duties of Superintendent and Principal for a period of 260 days of work per year, July 1st through June 30th. Administrator shall be granted 12 days of sick leave and 2 days of personal business time annually.

7. Board shall be entitled to completely terminate Administrator's employment or to terminate Administrator's employment as Principal and/or Superintendent at any time during the term of this contract for good and just cause, but Board shall not arbitrarily and capriciously dismiss Administrator. Unless otherwise directed by Board, Administrator shall perform all duties of Principal and Superintendent for the term of this agreement. In the event Board terminates Administrator's obligation to act as either Principal or Superintendent prior to expiration of this agreement, Administrator shall continue to perform the duties of the non terminated position for the term of this agreement. No discharge shall be effective until written charges have been served upon Administrator and Administrator shall have an opportunity for a fair hearing before Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of Administrator in accordance with state law. At such hearing, Administrator may have legal counsel at Administrator's expense.

8. Upon providing 60 days' written notice to Administrator, Board has the right, in its sole discretion, to layoff Administrator from acting as Superintendent and/or Principal, based on financial considerations, including, but not limited to, current or projected enrollment, funding levels or budgetary constraints. In the event Administrator is laid off from employment, such shall not be considered a termination/discharge from employment or non-renewal of this contract. In the event of such a layoff, Board shall endeavor to reassign Administrator to another

position or leave Administrator in the position of Junior/Senior High School Principal or to provide such other services as are assigned by Board.

9. The provisions for termination set forth in paragraphs 7 and 8 shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is subject to Section 1229 of the Revised School Code (MCL 380.1229.)

10. Annual renewal is to provide said Administrator with an annual extension to this present contract thus giving Administrator a two year contract. In accordance with Section 1229 of the Revised School Code (MCL 380.1229), an administrator's contract renewal is effective on May 1, unless it is not renewed through specific Board action. A new contract is to be issued each year to incorporate the results of the annual renewal action.

11. Administrator shall not be granted continuing tenure in the positions of Principal or Superintendent by virtue of this contract or any employment assignment of the Dryden Community School District. Administrator shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

12. Administrator shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, Board may request release of medical information necessary to determine if Administrator is capable of performing the duties required of the positions. Board may require Administrator to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of Administrator to perform the required duties. Medical information provided under this agreement shall be treated as confidential by Board. Should Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the Dryden Community School District.

13. Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder and in accordance with Board policy.

14. Administrator shall receive all fringe benefits granted to teachers of the Dryden Community School District under the Dryden Education Association collective bargaining agreement. This includes health, dental, vision, and long-term disability insurance, longevity, and sick day payout. In addition to the life insurance policy provided in the Dryden Education Association collective bargaining agreement, Administrator shall receive an additional \$50,000 term life policy.

15. Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the insurance coverage provided that comparable coverage is maintained during the term of this contract. Administrator will be responsible for medical insurance costs above \$15,000 for family coverage, \$11,000 for two person coverage and \$5,500 for single coverage. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Administrator is responsible for assuring completion of all forms and documents

needed to receive the above described insurance coverage. The Dryden Community School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits. Administrator may opt out of district insurance and receive \$400 a month in lieu.

16. Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement procedures established by Board. Any expenses to be incurred by Administrator for out-of-district travel shall be submitted for review and approval by Board. Administrator shall be required to present an itemized account of reasonable and necessary expense. Mileage shall be at the IRS rate. Administrator shall be paid \$750 annually for mileage within the Dryden Community School District.

17. Administrator shall receive five (5) weeks of vacation exclusive of legal holidays. Vacation and personal days shall be taken in the year in which they were earned and shall not be cumulative. Holidays include: Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Business days between Christmas and New Year's Day, New Year's Day, President's Day, Good Friday, Day after Easter, and Memorial Day.

18. Board shall evaluate Administrator, at least annually, using the criteria and an evaluation process mutually agreed to by Board and Administrator.

19. Board shall defend, hold harmless, and indemnify Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against Administrator, in an individual capacity or in an official capacity, as agent and employee of the Dryden Community School District, provided the incident arose while Administrator was employed by Board.

20. Administrator may attend appropriate professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the Dryden Community School District as approved by Board. Board expects Administrator to pursue professional development opportunities and to participate in relevant learning experiences. Board shall reimburse Administrator for all reasonable expenses resulting from the performance of required duties.

21. Administrator shall receive paid membership in professional associations as approved by Board and such approval shall not be unreasonably withheld. The Dryden Community School District shall pay the Association dues of Administrator for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and the MASA region in which the school district is located, as well as other appropriate affiliations. Board shall reimburse Administrator for all reasonable expenses incurred in the performance of required duties.

22. Every other year, Administrator may have a comprehensive medical examination at Board expense, by a physician of personal choice. The report of said examination shall be delivered exclusively to Administrator. Board agrees to reimburse Administrator for the expenses that are not covered by health insurance.

23. The responsibility for selection, placement, and transfer of personnel shall be vested in Administrator, subject to approval by Board. Board individually and collectively shall refer promptly all criticism, complaints, and suggestions called to its attention to Administrator for study and recommendation.

24. This contract of employment contains the entire agreement and understanding by and between Board and Administrator with respect to the employment of Administrator 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 employment of Administrator by Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by Administrator and by Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by Administrator and 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.

25. 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 this agreement to any party.

26. This agreement is executed on behalf of the Dryden Community School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

Date

Administrator

DRYDEN COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION

Date

President

Date

Secretary