

**EMPLOYMENT CONTRACT BETWEEN
MICHAEL H. MURRAY
AND THE
BOARD OF EDUCATION
OF THE
SUTTONS BAY PUBLIC SCHOOLS**

THIS CONTRACT OF EMPLOYMENT ("Contract" or "Agreement") constitutes an agreement by and between the Board of Education of the Suttons Bay Public Schools, an at will employer (subsequently referred to as "Board of Education", "Board" or "School District") and **Michael H. Murray** as Superintendent ("Administrator"). The terms of the Contract are provided below.

1. **TERM.** The Administrator is employed for the period from July 1, 2009 through June 30, 2013 subject to extension, nonrenewal and discharge as provided in this Contract. If no action is taken by the Board pursuant to No. 5. B., below, the employment term pursuant to this Contract shall then be for four (4) years (July 1, 2009 through June 2013).
2. **CERTIFICATION.** The Administrator shall furnish and maintain for the duration of this Contract in the Central Administrative Offices of the School District evidence that he satisfies the requirements of state and federal laws, rules and regulations for holding the position of Superintendent or for such other position to which he is assigned by the Board, *e.g.*, for continuing education. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.
3. **DUTIES.** The Administrator agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of such other position as may be assigned by the Board in the exercise of its discretion, in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education.
4. **EVALUATION.** The evaluation of the administrator will be conducted by the Board of Education based upon an ongoing process which shall be summarized and subsequently reviewed with the administrator once each year, unless otherwise mutually agreed. The Administrator shall annually advise the Board of Education of this obligation during the month of January prior to the Board's regular January meeting.
5. **EXTENSION.** This Contract may be extended either by option of the Board of Education or by operation of law, as provided below:
 - A. The Board shall review this Contract with the Administrator annually, and shall, on or before March 30th of each ensuing year, take official action determining whether it is extended for an additional year and notify the Administrator on or before March 30th of each year of this Contract of its action in writing. Beginning in January 2008, the Administrator shall annually advise the Board of Education of this obligation during the month of January. If the Board takes no action, the Contract shall be deemed to have been renewed for an additional year so that the duration of the employment contract shall be for four (4) years.
 - B. However, the Board shall review this Contract with the Administrator on or before June 15th, and take official action determining whether it is extended for an additional year and provide notice to the Administrator on or before June 30th, of its action in writing. If the Board takes no action, the Contract shall be deemed to have been extended for an addition year through June 30th of the following year.
 - C. The Board recognized the right of the Administrator to pursue other job opportunities. The Administrator may terminate this Contract for such reason upon giving not less than ninety (90) calendar day written notice to the President of the Board.

6. **EMPLOYMENT "AT WILL"**. The administrator shall serve at the pleasure of the Board. The Board specifically reserves the right to not extend or to not renew this Agreement or any extension regardless of cause or reason (accepting same shall not be arbitrary or capricious), but subject only to the laws of the State of Michigan and the United States. Contract nonrenewal is addressed immediately below. Further, the Administrator is subject to discharge as provided below in No. 8.
7. **CONTRACT NONRENEWAL**. Any nonrenewal of this Contract shall be in accordance with the nonrenewal provisions of Section 1229 (1) of the Michigan Revised School Code.
8. **DISCHARGE**. The Administrator shall be subject to discharge from his employment with the School District during the term of this Agreement for proper and stated cause, including, but not limited to, loss of confidence in the leadership of the Administrator, commission of an act of moral turpitude, misconduct, theft, fraud, insubordination, conviction of a crime (misdemeanor or felony), any material breach of the Administrator's obligations under this Agreement (such as those provided by No. 2. Certification, No. 3. Duties, above), but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give the Administrator an opportunity to correct any deficiencies or areas of concern. The hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.
9. **TENURE EXCLUSION**. The above named person shall not acquire tenure as an Administrator in the position of Superintendent, in any non-classroom position or in any other non-teaching position to which he may be assigned.
10. **COMPENSATION**. The Board agrees to pay the Administrator a salary at an annual rate of One Hundred Thirty Thousand Dollars (\$130,000.00) for the period July 1, 2010 through June 30, 2011, of the Contract in biweekly installments. The salary for each succeeding year of the Contract will be negotiated with the Board and the Administrator following the completion of the evaluation process as specified under Section 4 of this Contract.
11. **BENEFITS**. During the term of this Contract, the Administrator shall receive the benefits generally provided by the School District to full-time, professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy subject to the following limitations: first, this paragraph excludes any compensation or benefit otherwise specifically set forth elsewhere in the Contract; second, such benefits are subject to change at any time without notice on the same basis as changed for full-time professional administrative staff, and third; all benefits (*e.g.*, insurance benefits) are subject in all respects to the rules, regulations and contractual provisions, including eligibility, of the various benefits plans provided by the School District, including the selection by the Board of alternative carriers providers.

The Administrator shall be provided the following benefits:

- A. **LIFE INSURANCE**. A term life insurance policy in an aggregate amount of two times the Administrator's annual salary. If, for any reason, the Administrator is not insurable at standard rates, he will have the option of applying for and obtaining such insurance by paying personally the rate differential between the standard rate and his actual rate.
- B. **HEALTH INSURANCE**. The administrator elects not to take health insurance coverage for himself or for any other eligible family member. The Administrator represents that he has health insurance coverage from another source. In lieu of health insurance coverage, the School District shall pay the Administrator the

amount it would have paid in insurance premiums for one-half (1/2) full family coverage. Payment to the Administrator shall be prorated and made biweekly with the Administrator's regular salary payment and is subject to tax withholding. While the Administrator may subsequently change his mind and instead elect to receive health insurance coverage in lieu of receiving cash payment, the Administrator must provide the School District's Business Office with written notice at least 90 days in advance, subject to an open enrollment period by the insurance carrier / provider and satisfying any applicable criteria for coverage.

- C. **SICK LEAVE.** The Administrator shall be entitled to twelve (12) paid sick days per full contract year. Accumulation of unused days is permitted up to 120 days. No compensation shall be paid to the Administrator for unused, accumulated sick days at the time he leaves the employment of the Board.
 - D. **VACATION.** The Administrator shall be entitled each full contract year to a vacation of twenty (20) paid working days, excluding weekends and legal holidays, for which he will receive his compensation in full. In the event that the Administrator does not use all of the allotted time, such unused days shall be accrued and added to the vacation time authorized for the next year hereunder up to and not exceeding 30 cumulative days (maximum carryover of vacation days is 10 days from previous year). When the Administrator leaves employment with the School District, the School District shall compensate the Administrator at his per diem rate for unused, accumulated vacation days, but for no more than twenty (20) vacation days. Payment shall be made by the School District within forty-five (45) calendar days from the Administrator's last date of employment.
The President of the Board shall always be informed by the Administrator in advance of any time the Administrator will be absent from a Board meeting. Any use by the Administrator of three (3) or more vacation days at a single time shall require prior approval by the Board President. Any use of seven (7) or more vacation days by the Administrator at a single time shall require prior Board approval. The Administrator will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board President.
 - D. **PERSONAL DAYS.** The Administrator shall receive paid personal days at the rate of two (2) personal days for each full contract year. Any unused days may not be carried forward from one (1) contract year to another and are not compensable when the Administrator leaves the employment of the School District.
 - E. **FUNERAL LEAVE.** The Administrator may use personal, sick or vacation days for the purpose of bereavement leave.
 - F. **TUITION REIMBURSEMENT.** The Administrator is eligible for payment by the School District for tuition costs for up to six (6) credit hours per full contract year. Prior approval of a class(es) by the Board is required and is at Board discretion. The Board will not reimburse for any cost(s) incurred by the Administrator other than tuition. The Administrator's job duties and responsibilities shall have priority over class attendance. Time away from the School District and / or the duties and responsibilities of the Administrator shall be limited and reasonable.
12. **HOLIDAYS.** The Administrator shall receive the following holidays: January 1, Good Friday, Memorial Day as observed, July 4, Labor Day, Thanksgiving Day and the Friday immediately after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. If a holiday falls on a Saturday, the holiday day shall be taken on the immediately preceding Friday. If a holiday falls on a Sunday, the holiday shall be taken on the immediately following Monday.
13. **MILEAGE.** If the Administrator uses his personal car for school business, he shall be reimbursed at the mileage rate established pursuant to School District policy for each mile traveled on school business.

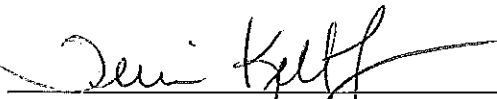
14. **PROFESSIONAL MEMBERSHIPS.** The School District agrees to pay the Administrator's professional dues for membership in one (1) state (MASA, including Region 2) and (1) national (AASA) educational associations. The School District will also pay membership dues for one (1) local service organization (Rotary Club). Time away from the School District and / or the duties and responsibilities of his position shall be limited and reasonable as determined by the Board.
15. **PROFESSIONAL MEETINGS.** The Administrator shall attend appropriate professional meetings at the regional and state levels. This Contract does not authorize attendance at national meetings, as separate, advance Board approval is required.

An itemized expense statement with receipts for attendance at appropriate professional meetings shall be prepared by the Administrator and filed with the Business office prior to reimbursement. The Administrator shall be reimbursed for reasonable, itemized and receipted expenses of such attendance as determined by the Board.
16. **EXAMINATIONS.** On a biennial basis, the Administrator shall obtain a comprehensive medical examination and provide the Board President with a letter from the physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. Examination by other than a physician in Grand Traverse County must be approved in advance by the Board. Upon request of the Board President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is mentally fit to perform his job duties and responsibilities. (Such request may be made annually, but may not be made arbitrarily or without good and sufficient justification.) The letter of certification shall be placed in the Administrator's personnel file and shall be treated as confidential information. The Board shall pay the cost of any examination not covered by the Administrator's health insurance.
17. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in this Contract shall be construed to render the obligations of either party null and void.
18. **LIABILITY PROTECTION.** The Board shall maintain a liability insurance policy with the Administrator covered as an insured subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the carrier / provider.
19. **COOPERATION.** The Board and the Administrator will work together for the benefit of the School District.
20. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement and understanding by the between the Board and the Administrator with respect to the employment of the Administrator and no representations, promises, contracts or understandings, written or oral, not contained in this document or its Addendums, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of this Agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board. No valid waiver of any provision of this Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.
21. **ENFORCEABILITY:** If any provision(s) of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or voids, or becomes invalid due to legislative enactment, this Agreement shall continue in full force and effect without said provision(s). If any term of this Agreement is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.


On behalf of SUTTONS BAY PUBLIC SCHOOLS BOARD OF EDUCATION


Thomas Nixon, Board President

6-13-11
Date


Terri Kelty, Board Secretary

6/20/2011
Date


Michael H. Murray, Administrator

6/21/11
Date