

HOWELL PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT

This Agreement is made and entered into this 14th day of March, 2016, by and between the Board of Education of Howell Public Schools (herein after called the "Board"), and Erin J. MacGregor (herein after called the "Superintendent").

WITNESSED:

In consideration of their mutual promises and agreements, the Board agrees to employ the Superintendent for the position of Superintendent and the Superintendent agrees to work for the District under the following terms and conditions:

1. **Term and Extension.** The Board hereby employs the Superintendent and the Superintendent agrees to work for the School District beginning on July 1, 2016, and extending through June 30, 2019. The Board shall determine by March 30 of each year of this Contract whether to extend the term of this Contract, or, alternatively, not extend this Contract and notify the Superintendent of whatever decision it may make. Should the Board elect to extend the term of this Contract, the parties shall, prior to July 1 of the same year, execute a successor contract providing for such extension and any other terms that the parties may mutually agree upon. The Superintendent shall notify the Board six-months in advance of his intention to terminate his employment within the term of this Contract as originally agreed to or as extended by later agreement.

2. **Evaluation and Communication.** The Board and the Superintendent agree to conduct the formal evaluation annually, as required by law, and when possible shall endeavor to complete the evaluation and provide it to the Superintendent by March 1, pursuant to Board Policy and MCL 380.1249. The evaluation process criteria utilized shall be mutually agreed upon by the Superintendent and Board. The Superintendent shall also receive one (1) informal evaluation in addition to the formal evaluation. The Superintendent may within fourteen (14) days from receiving the Board's formal evaluation, submit a written comment or rebuttal.

The Board, individually and collectively, shall refer promptly any pertinent criticisms, complaints, and suggestions called to its attention to the Superintendent.

3. **Tenure Exclusion.** This Contract does not confer tenure upon the Superintendent in the position of Superintendent or any other non-classroom/non-teaching position in the district.

4. **Qualifications.** This Contract shall not be valid unless the Superintendent shall have (or be eligible for) and maintain all certifications as may be required by state statute and/or by the Michigan Department of Education, at the Superintendent's own expense, at the time the contractual period shall begin, and this Contract shall terminate if the Superintendent shall, at any time, fail to possess such qualifications or satisfy continuing education requirements. Proof of same shall be maintained at Central Office.

5. **Duties and Service to the District.** It is understood and agreed that the Superintendent is employed in the capacity of Superintendent, as defined in the Michigan Revised School Code. The Superintendent shall perform the duties of Superintendent as prescribed by the

Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

6. **Medical Examination.** During each year of this Contract, the Superintendent shall have one (1) medical/physical examination, the cost for which, if not covered by insurance, shall be paid for by the District. The Board reserves the right to direct the Superintendent to a medical/physical examination if, in its judgement, there are circumstances which warrant a verification of either the physical or mental/psychological competence of the Superintendent. The Superintendent shall 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, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by assignment, with or without reasonable job accommodation(s). Upon completion of the annual examination, the Superintendent's physician shall forward to the board president a letter indicating the overall results of the physical examination and attest to the Superintendent's fitness to be employed.
7. **Compensation.** Commencing July 1, 2016, the Superintendent's base yearly salary shall be \$160,000.00 (One Hundred Sixty Thousand and 00/100 Dollars) annually, which shall be paid in equal installments in accordance with the policies and procedures of the Board governing payment of other employees of the District. The salary paid shall be less deductions authorized by the law for income tax withholding and other deductions as may be properly authorized by law.
 - A. The Superintendent shall be provided with a monthly automobile allowance of \$450.00 (Four-Hundred, Fifty and 00/100 Dollars) during the term of the Contract. This amount is taxable if no receipts are presented.
 - B. The Superintendent shall be reimbursed for prior Board approved travel, meals, and lodging in accordance with the per diem and reimbursement policy and procedures of the Board. This section pertains to attendance at meetings and conferences conducted outside Livingston County.
8. **Benefits**
 - A. The Superintendent shall select health, dental, and vision insurance coverage from the plans available to the District employees, for himself/herself and his/her eligible family members. The Superintendent shall annually contribute to the cost of such insurance a sum equivalent to the costs exceeding the statutory employer contribution limitations which apply to all other employees of the Howell Public Schools.
 - B. The Board shall pay premiums on behalf of the Superintendent for long term disability insurance.
 - C. The Superintendent shall be under the District's comprehensive general liability policy up to \$4,000,000 in coverage for each occurrence. The terms of the errors and omissions policy shall control the Superintendent's defense and indemnity. The

Board's sole obligation shall be limited to the payment of the premium amounts for the above errors and omissions coverage.

- D. If the Superintendent incurs a service connected illness or injury, the Board shall provide worker's compensation insurance.
- E. The Superintendent shall receive twenty (20) days of vacation annually, exclusive of the following recognized District holidays: Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, and Fourth of July. The Superintendent shall use these days within the twelve (12) month period in which it is earned. The Superintendent shall schedule use of vacation days in a manner that is least disruptive to school operations. All scheduling of vacation is subject to the approval of the Board President. In consideration of this expectation, the Superintendent may carry over five (5) vacation days into the following contract year. The Superintendent shall not be required to report on an Act of God day. Any requirement to so report shall result in an equal amount of comp time.
- F. The Superintendent shall be credited with twelve (12) sick leave days on July 1, 2016 and on each July 1st thereafter for the length of this Contract.
- G. The Superintendent may accumulate unused sick days to a maximum of ninety (90) days. Unused sick days are not eligible for payout upon termination of the Superintendent's employment.
- H. The Superintendent shall be eligible for up to two (2) personal business days each contract year. The superintendent may accumulate personal business days up to a maximum of eight (8) days. Unused personal business days are not eligible for payout upon termination of the Superintendent's employment.
- I. In the event of the death of a family member (spouse, child, parent, sibling, in-law, grandparent or immediate family member as defined under the Family Medical Leave Act, as amended), the Superintendent is eligible for up to five (5) days of bereavement leave not to be deducted from sick leave or any paid leave account.
- J. The Superintendent may be provided with local, state, and national dues to the appropriate professional organizations, as shall be approved in advance by the Board.
- K. The Board shall provide, without cost to the Superintendent, group life insurance protection, which shall pay to the Superintendent's beneficiary, the sum of two (2) times the Superintendent's salary (to nearest \$1,000) up to \$225,000.00. If two (2) times the Superintendent's salary (to the nearest \$1,000) is greater than \$225,000.00, all amounts of group life insurance protection in excess of \$225,000.000 will be determined by MESSA on a case-by-case basis in accordance with their insurability requirements. The Board is not responsible for group life insurance protection amounts greater than \$225,000.00, if the Superintendent is deemed ineligible for additional coverage by MESSA insurability requirements.

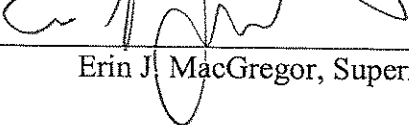
- L. The District's only obligation for the insurance benefits provided in this Contract shall be for the payment of premiums, and the rules and any and all insurance coverage shall be subject to the underwriter's requirements
9. **Termination Provisions.** The Superintendent shall be subject to discharge during the term of this Contract for any reason not found to be "arbitrary or capricious." This Contract shall also be terminated by the Board at any time during its term in the event of the Superintendent's death, retirement, or voluntary resignation of employment. No discharge shall be effective until written charges have been served upon the Superintendent by certified mail and personal service. The Superintendent shall have an opportunity for a hearing before the Board after ten (10) days' notice in writing. Said hearing shall be held in open or closed session, at the option of the Superintendent. At said hearing, if the Superintendent chooses to be represented by legal counsel, all fees relating to the Superintendent's legal counsel shall be the sole responsibility of the Superintendent. This provision shall not apply to nonrenewal of this Contract pursuant to Section 1229 of the Revised School Code.
10. **Suspension.** Whether pending the procedures set forth in Paragraph 9 or pending an investigation of the conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent suspend all or any part of the performance of responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits under this Contract until the Superintendent is either reinstated or terminated under this Contract.
11. **Severability.** Any provision of the Contract prohibited by laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only, without invalidating the remaining provisions of the Agreement.
12. **Limitation of Actions.** The Superintendent and the District agree that any civil action or administrative complaint arising from or relating to the Superintendent's employment with the District, the termination of the Superintendent's employment with the District or this Contract, must be filed no later than one-hundred, eighty (180) calendar days from the date on which the civil action or administrative complaint accrued, or no later than one-hundred, eighty (180) calendar days from the termination of the Superintendent's employment, whichever is sooner. The District and the Superintendent waive any longer limitations period. In any civil action or administrative complaint, the venue shall be considered to be in the Circuit Court for the Forty-Fourth (44th) Judicial Circuit for Michigan in Livingston County.
13. **Binding Arbitration.** In the event of any dispute between the parties arising during the term of this Contract, the parties agree to submit such dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5071 et seq., and MCR 3.602.
- 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.
14. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent concerning the Superintendent's employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no legal bearing.
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract.
 - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board.
 - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

If any provisions of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effective without said provision(s).

DATED: 4/11/16

BY: 
Erin J. MacGregor, Superintendent

BOARD OF EDUCATION OF
HOWELL PUBLIC SCHOOLS

DATED: 3-14-16

BY: Michael E. Yenshaw
Michael E. Yenshaw, President

DATED: 3/14/16

BY: Stacy R. Pasini
Stacy R. Pasini, Vice President

DATED: 3/14/16

BY: Brent Earl
Brent Earl, Secretary

DATED: 3/14/16

BY: Grace Trudell
Grace Trudell, Treasurer

DATED: 4/11/16

BY: Deborah McCormick
Deborah McCormick, Trustee

DATED: 3/14/16

BY: Gregg Gilligan
Gregg Gilligan, Trustee

DATED: 3/14/16

BY: Marcus Wilcox
Marcus Wilcox, Trustee