

MARION PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT AND ELEMENTARY SCHOOL PRINCIPAL

THIS CONTRACT OF EMPLOYMENT ("Contract"), entered into this ____ day of August 2018, between the Marion Public Schools ("School District") Board of Education ("Board") and Chris Arrington ("Administrator").

WITNESSETH:

1. DUTIES

The Administrator is employed to serve as the School District's Superintendent and as the School District's Elementary School Principal, or such other position as he may be assigned by the Board. The Administrator agrees, during the period of this Contract, to faithfully perform the duties and obligations of the Superintendent and Elementary School Principal positions, including, but not limited to, those duties required by the Michigan Revised School Code and those duties required by the Board. As Superintendent, he will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. He shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District. He shall attend each meeting of the Board, unless specifically excused in writing by the Board President.

2. TERM

The Board agrees to employ the Administrator for a term beginning August 14, 2018 through June 30, 2019.

A. Unless the Board gives written notice to the Administrator at least 90 days prior to the termination date of this Contract that the Board has nonrenewed his employment Contract as Superintendent, as more particularly set forth in MCL 380.1229(1), the Administrator's employment as Superintendent shall be renewed for an additional one-year period, subject to all of the covenants and conditions of this Contract during such extended term.

B. Unless the Board gives written notices to the Administrator, consistent with MCL 380.1229 (2), (3) that the Board is considering nonrenewal of, and has nonrenewed his employment Contract as Elementary School Principal, then the Administrator's employment as Elementary School Principal shall be renewed for an additional one-year period, subject to all of the covenants and conditions of this Contract during such extended term. Written notice of nonrenewal must be

Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the Day after Thanksgiving Day.

- e. Twelve (12) sick days per Contract year for absence from duty on account of personal illness or disability with the Board reserving the right to require a doctor's statement for any. Unused sick days may be carried over upon approval of the Board.
- f. Up to three (3) days per incident for the death of a spouse, offspring or sibling.
- g. Two (2) personal days are allowed yearly with no accumulation.
- h. All leave usage shall be approved by the Board President.

*Insurance coverage is subject at all times to the terms and conditions, rules, and regulations, including eligibility of the policy and carrier.

7. CERTIFICATION

Administrator represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law to serve in the positions assigned, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and the Board. Administrator agrees, as a condition of his continued employment, to maintain such certificates, credentials, and qualifications. If Administrator fails to maintain such credentials as aforesaid, this Contract shall immediately terminate and the Board shall have no further obligation to him.

8. RECORDS AND CONDUCT CHECKS

The Administrator represents that the he has submitted to the criminal records check and unprofessional conduct check as required by Michigan law prior to his hiring by the Board, and the Administrator represents that he has provided adequate evidence of such to the Board.

9. TRANSPORTATION AND OTHER EXPENSES

The Administrator shall be eligible to be reimbursed for all reasonable expenses incurred in the discharge of his duties in accordance with the per diem expense and reimbursement standards and procedures established by the Board. The Board shall pay the Administrator mileage at the current I.R.S. rate when using his vehicle on Board business.

be job related and consistent with business necessity. The Board shall pay the cost of any physical or mental examination under this Paragraph, minus any cost covered by the Administrator's health insurance. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential. Examinations not within a 50-mile radius of the School District must be approved in advance in writing by the Board President.

15. TERMINATION PROVISIONS

In addition to this Contract terminating upon timely notice given to the Administrator pursuant to Paragraph 2 of this Contract, this Contract may be terminated at any time for any reason that is not arbitrary and capricious. No discharge shall be effective until written charges have been served upon the Administrator and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. At such hearing, he may have legal counsel at his own expense.

The Administrator shall be entitled to terminate this Contract upon at least 30 days prior written notice to the Board.

16. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of the Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such 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. This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims.

17. ENTIRE AGREEMENT

This Contract contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator. Accordingly, no representations, promises, contracts or understanding, written or oral, not contained in this document shall be of any force or effect. All prior agreements, verbal or written, 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 Contract. No change or modification of the Contract shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board pursuant to Board action. No valid waiver of any provision of