

FAIRVIEW AREA SCHOOLS

CONTRACT OF EMPLOYMENT PART-TIME INTERIM SUPERINTENDENT

This Contract of Employment (subsequently referred to as "Contract") is by and between the Fairview Area Schools' Board of Education ("Board" or "School District") and Lee D. Sandy ("Interim Superintendent"). The parties agree to the following terms.

1. **Background.** The School District's long-time Superintendent/K-12 Principal recently died unexpectedly, several months prior to the end of the 2015-2016 school year. As a result, the Board has initiated a search to find a replacement. Lee D. Sandy has served as an administrator, including that as a superintendent for several Michigan school districts, most recently filling in at Rogers City Area Schools on an interim basis. He has agreed to help out at Fairview School District in the capacity as an Interim Superintendent, knowing and accepting that the time he may be needed at Fairview may be relatively short, *e.g.*, a matter of weeks, or it may be relatively longer, *e.g.*, a matter of months, as the Board of Education strives to find a permanent replacement.
2. **Term.** The Board agrees to employ the Interim Superintendent on a day-to-day basis for a period beginning June 1, 2016, and concluding pursuant to the notification of termination provisions provided in this Contract.
3. **Duties.** The Interim Superintendent shall perform the duties of Superintendent, as well as the duties of K-12 Principal, as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. This position may include other duties as assigned. The Interim Superintendent agrees to perform the duties in a competent and professional manner in accordance with the established policies and regulations of the Board and the laws, rules and regulations of Michigan and the United States. The Interim Superintendent acknowledges the ultimate authority of the Board with respect to his duties and responsibilities.
4. **Qualifications and Certification.** The Interim Superintendent represents that he has the proper qualifications and certification as required by the Board of Education and the State of Michigan to serve in the capacity of Interim Superintendent and as K-12 Principal at the time of signing this Contract.
 - A. The Interim Superintendent further agrees that he shall maintain the proper qualifications and certification while serving pursuant to this Contract or it shall immediately become void and of no effect.
 - B. This Contract is terminable if it is determined by the Michigan Department of Education, or other proper authority, that the Interim Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with his position. It is the intent of this provision to enable the

School District to comply with applicable state laws and rules pertaining to the certification/qualifications pertaining to the position of Superintendent and to avoid any jeopardy to the operation of funding of the School District or subjecting the Board of Education, its members or the School District to any fines, penalties or sanctions of any nature.

- C. The presence of the stipulations in this section, **Qualifications and Certification**, shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.

- 5. **Tenure in Position**. The Interim Superintendent shall not earn tenure in position as Interim Superintendent, as K-12 Principal or in any other capacity by virtue of this Contract or any employment assignment with the School District.

- 6. **Compensation**. The Interim Superintendent will be paid in the performance of duties under this Contract at a rate of \$400.00 per day for each day actually worked, up to a maximum of 200 work days. Payments, with appropriate deductions, will be made bi-weekly consistent with the payroll process currently in effect. There is no obligation for the School District to provide 200 days of employment/compensation.
 - A. The work days on which the Interim Superintendent will be engaged shall be scheduled by the Interim Superintendent and the Board President.
 - B. The Board will pay the Interim Superintendent \$40.00 per day for automobile-related travel expenses while performing work on behalf of the School District.

- 7. **Benefits**.
 - A. The Board will NOT provide or pay the Interim Superintendent for any leave or for any days off or for days not worked of any kind, including, but not limited to, holidays, sick days or vacation days.
 - B. NO insurance coverage, unless as otherwise specifically provided in this Contract, shall be provided to the Interim Superintendent by the School District.

- 8. **At-Will Contract**. The parties further agree that their employment relationship is of an at-will nature, which means that the relationship is terminable at any time by either party or without cause, upon the presentation of five (5) working days written notice to the other party.
 - A. The parties agree that the Interim Superintendent has no expectation of employment of any fixed duration and that this Contract and all obligations under this Contract may be canceled by either party upon presentation of the notice specified immediately above.

- B. To the extent that nonrenewal of this Contract is governed by the provisions of Section 1229 of the Revised School Code, MCL 380.1229, the Interim Superintendent waives notice of nonrenewal of this Contract under that enactment. To the extent that such notice may not be waived or is otherwise required to be given, Interim Superintendent acknowledges notice of nonrenewal of this Contract through his signature on this document.
- C. It is further agreed and stipulated that no individual administrator, Board member or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action by the Board of Education.
9. **Contract of Limited Duration.** The Interim Superintendent agrees that his employment is intended to be of limited duration while the Board is in the process of recruiting and selecting an individual to fill the office of Superintendent of Schools/K-12 Principal on a permanent basis.
10. **Expense Reimbursement.** The Interim Superintendent shall be eligible to be reimbursed for reasonable and necessary travel and meals in conjunction with participation in any ISD, regional Superintendent/Principal meetings or other meetings deemed necessary by the Board.
11. **Entire Agreement.** This Contract contains the entire agreement and understanding by and between the Board and the Interim Superintendent with respect to the employment of the Interim Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained in this Contract, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this Contract are canceled and are superseded by the terms of this contract. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.
12. **Amendment.** This Contract may be amended during its term by mutual written consent of the Board of Education and the Interim Superintendent. Any such amendment shall be in writing, approved by official action of the Board during public session, and accepted in writing by the Interim Superintendent.

Lee D. Sandy, Interim Superintendent

Dated: _____

ON BEHALF OF THE FAIRVIEW AREA SCHOOLS BOARD OF EDUCATION

Beth Miller, President

Dated: _____

Diana Danhoff, Secretary

Dated: _____

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