

EMPLOYMENT AGREEMENT
BETWEEN
THE BUENA VISTA SCHOOL DISTRICT
AND
DEBORAH HUNTER-HARVILL

THIS AGREEMENT is dated as of August 6, 2012, and is between the Buena Vista School District (hereafter referred to as "the District"), County of Saginaw, State of Michigan, and Deborah Hunter-Harvill (hereafter referred to as "the Superintendent").

WHEREAS, the District is a duly authorized and established general powers school district in the State of Michigan pursuant to the authority of Act 451 of the Public Acts of Michigan of 1976, as amended; and

WHEREAS, the District desires to employ the Superintendent as its Superintendent of Schools; and

WHEREAS, the Superintendent desires to be employed as the Superintendent of Schools for the District;

NOW THEREFORE, in consideration of the premises, the parties agree as follows:

I. TERM OF AGREEMENT

1. Term of Agreement. The term of this Agreement shall be for a period of two (2) years, beginning August 6, 2012, and ending June 30, 2014, unless terminated or extended as hereinafter provided.

2. Termination. This Agreement may be terminated by the Board at any time during its term in the event of the Superintendent's death, retirement, voluntary resignation of employment, or for just cause. For purposes of this Agreement, termination for just cause shall include, but is not limited to: (a) the Superintendent engaging in misconduct (intentional wrongdoing) or a violation of the Board's written policies; (b) gross negligence, fraud, dishonesty, or the Superintendent being charged with or convicted of a felony; or (c) failure to maintain the credentials and qualifications, or to satisfy the continuing education requirements for the position of Superintendent as established by the Board and the State of Michigan; or (d) unsatisfactory performance.

The Superintendent shall be afforded an opportunity for a hearing before the Board regarding termination if she desires. This hearing shall be conducted in executive session of the Board at the option of the Superintendent. The Superintendent shall be permitted to attend this hearing with a legal representative of her own choosing at her personal expense.

The Superintendent may terminate this Agreement by giving the District at least sixty (60) days written notice of resignation. Upon receipt of a notice of resignation from the Superintendent, the District will take immediate action to seek a replacement. Any notice of resignation given after July 1 of any fiscal year and intended to be effective prior to June 30 of such fiscal year need not be



accepted for up to ninety (90) days after notice is received by the District unless and until a replacement satisfactory to the District has been secured.

3. Non-Renewal. The Board, in its sole discretion and with or without cause, may decline to renew this Agreement for an additional year beyond the term set forth above. The Board shall provide the Superintendent written notice of non-renewal at least ninety (90) days before termination of this Agreement. If written notice of non-renewal of this Agreement is not given at least ninety (90) days before the termination of this Agreement, the Agreement shall be renewed for an additional one (1) year period. The Board has no obligation to set forth any reason for the decision to not renew this Agreement.

4. Non-Tenure. It is mutually understood and agreed between the Superintendent and the District that the position of Superintendent is a no-tenure position under the laws of the State of Michigan, specifically, the Michigan Teachers' Tenure Act, and the Superintendent shall not be deemed to achieve continuing tenure in the position of Superintendent or any other administrative position in the District.

II. REPRESENTATIONS

The Superintendent represents that she has satisfied all State of Michigan continuing legal education requirements established by the State of Michigan Board of Education and holds all certificates required by law for employment by the District as Superintendent of Schools.

III. GOVERNANCE MANAGEMENT COMPACT

By this Contract the Board and Superintendent acknowledge their collective responsibility to govern and manage the District with integrity, ethics and professionalism as good stewards of the public trust. As such, they agree to work collaboratively as a team, to abide by the following principles, and to be held accountable for their performance as a leadership team.

A. Operating Principles

1. The common purpose is to lead a learning community that is focused on helping all students achieve success in reaching high educational standards.

2. That purpose will guide decisions regarding Board policy, management and operation of the District.

3. The Board and the Superintendent will operate according to the established laws, rules, and regulations of the State of Michigan.

4. In performing their duties, the Board and the Superintendent will demonstrate the highest standards of integrity, ethical and professional conduct, and will treat each other with dignity and respect.

5. As stewards of the public trust, the Board and the Superintendent will govern and manage the District responsibly to serve the current and future needs of the community.



(j) Plan for and recommend professional development plans that meet the needs of individual staff members as well as District priority goals and student instructional needs.

(k) Create partnerships with other community service providers, when appropriate, to support the success of all children.

(l) Practice and institutionalize within the District the concept of continuous improvement.

(m) Serve as a public advocate for the District and the children and youth who live in the District.

IV. COMPENSATION AND BENEFITS

1. Compensation. The Superintendent shall be paid at an annual salary rate of One Hundred Five Thousand Dollars (\$105,000.00) in consideration of her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The annual salary shall be paid on a prorated basis in twenty-six (26) equal bi-weekly installments. Upon separation of the Superintendent during any fiscal/contract year, her annual salary shall be adjusted to reflect payment for the number of work weeks during which services were actually and physically rendered during the contract year.

The Board hereby retains the right and sole discretion to increase the annual salary of the Superintendent during the term of this Agreement. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Agreement.

The Superintendent's annual salary shall constitute full and complete compensation for all services rendered by the Superintendent to the District, including but not limited to performing services as a member of any committees designated by the Board and any and all other duties related and inherent to the position of the Superintendent of Schools as required by the Board.

2. Benefits.

The Superintendent shall receive the following benefits:

(a). Health Insurance. Health, dental, vision insurance or single subscriber option plan and long-term disability in accordance with the contract of other Administrators in the District.

(b). Association Dues. The District shall pay association dues for the Superintendent in the total amount of not to exceed \$1,000.00 per year unless approved in advance by the Board.

(c). Life Insurance. The District shall provide a term life insurance policy for the Superintendent, subject to the terms of the carrier and insurability, equal to twice the Superintendent's base annual salary.



(j). Expenses. The District agrees to reimburse the Superintendent for all reasonable expenses previously approved by the Board and actually incurred by the Superintendent in the performance of her duties. The Superintendent shall submit a monthly report to the Board of all expenses incurred. Requests for reimbursement of expenses must be submitted in a timely manner and must include a description of all expenses, the reason for the expenses, and supporting documentation.

(k). Michigan Public School Employee's Retirement System (MPSERS). The District will pay into MPSERS the percentage contribution which the District is mandated by law to pay on behalf of its employees who are member participants.

V. EVALUATION

The Board shall evaluate the Superintendent's performance annually, not later than March 31st of each school year, with the exception of the first year of this Agreement during which the evaluation will be completed by April 30, 2013. The Board, in collaboration with the Superintendent, shall develop the Superintendent's performance goals for each evaluation period; with said goals, upon being approved by the Board, becoming part of this Agreement. The Board shall provide the Superintendent with periodic opportunities to discuss Superintendent-Board relationships and shall discuss with her, at least semi-annually, progress toward District goals and objectives as perceived by the Board.

VI. INDEMNIFICATION

The Board shall indemnify and defend the Superintendent in the event she becomes a party or is threatened to be named a party in any civil suit for acts or omissions occurring while in the course of her employment and while acting within the scope of her authority as the Superintendent of Schools. Whenever a judgment for damages is awarded against the Superintendent as a result of a civil action for personal injuries or property damage caused by the Superintendent while in the course of her employment and while acting within the scope of her authority, the Board shall pay, settle, or compromise the judgment and pay all expenses related to the litigation, including reasonable attorney fees of Board-selected counsel. The aforementioned shall cover the Superintendent subsequent to her employment, irrespective of the reason she separated employment from the district, for any acts or omissions occurring while in the course of her employment and while acting within the scope of her authority as Superintendent of Schools.

VII. CONFLICTS OF INTEREST

The Superintendent will faithfully serve the District and its best interests to the extent required by this Agreement and by law. The Superintendent will not, directly or indirectly, act, acquire or otherwise possess any interest adverse to the District. In the event a given act or interest even appears to conflict with the interests of the District, the Superintendent shall make full disclosure to the Board for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.



(b) If to the Superintendent, to:

Dr. Deborah Hunter-Harvill
17315 Mark Twain Drive
Detroit, MI 48235

7. Assignment. This Agreement shall not be assigned by the Superintendent or the District.

8. Amendments. This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendments hereto shall be valid unless made in writing and signed by all the parties hereto.

9. Waivers. The failure of any party at any time to require the performance by any other party of any of the terms, covenants or agreements made herein shall in no way affect the rights of any party to enforce the Agreement and each and every term and condition thereof; nor shall the waiver by either party of any breach of any term, covenant or agreement hereunder by the other be taken or held to be a waiver of any succeeding breach of any term, covenant or agreement hereunder, or as a waiver of the terms, covenants or provisions of the Agreement itself.

10. Headings. The headings of the Paragraphs are for convenience only and shall not control or affect the meaning or construction or limit the scope or intent of any of the provisions of this Agreement.

11. Construction. This Agreement and any document or instruments delivered pursuant hereto shall be construed without regard to the identity of the person who drafted the various provisions. Each and every provision of this Agreement and such other documents and instruments shall be construed as though all of the parties participated equally in the drafting process. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable either to this Agreement or such other documents and instruments.

12. Arbitration. The parties agree to submit any dispute or claim arising out of any aspect of this Agreement, or the Superintendent's employment with the District, to final and binding arbitration administered under the employment dispute resolutions rules of and by the American Arbitration Association. The costs of the arbitration administration and the fees of the arbitrator shall be borne solely by the District. However, each party shall be responsible for their own attorney's fees and costs, unless the arbitrator awards reasonable attorney fees and costs as part of an arbitration award.

Failure to commence arbitration proceedings within six (6) months of any dispute or claim shall bar any claim or dispute arising out of this Agreement or the Superintendent's employment with the District. While the parties understand that the statute of limitations for claims arising out of an employment action may be longer or shorter than 6 months, they agree to be bound by the 6 month period set forth herein and WAIVE ANY STATUTE OF LIMITATIONS PERIOD TO THE CONTRARY.

13. The Superintendent acknowledges that she has carefully read the foregoing Agreement and has been advised to discuss its terms with her attorney. The Superintendent has had an opportunity to consult with her attorney prior to signing this Agreement and has signed this Agreement knowingly, voluntarily, and freely, and with such counsel as she deems appropriate.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUPERINTENDENT

BUENA VISTA SCHOOL DISTRICT

By: *Deborah Hunter-Harvill*
Deborah Hunter-Harvill

By: *Randy L. Jackson*
Randy L. Jackson, President

Thank you for the opportunity to serve!

By: *Tionna T. Watkins*
Tionna T. Watkins, Vice-President

By: *Rhonda L. Burton*
Rhonda L. Burton, Secretary

By: *Fredia Wicks*
Fredia Wicks, Treasurer

By: *Mary L. Haynie*
Mary Haynie, Trustee

By: _____
Francis L. Hayes, Trustee

By: *Barbara Amon-Weigandt*
Barbara Amon-Weigandt, Trustee

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SUPERINTENDENT

BUENA VISTA SCHOOL DISTRICT

By: _____
Deborah Hunter-Harvill

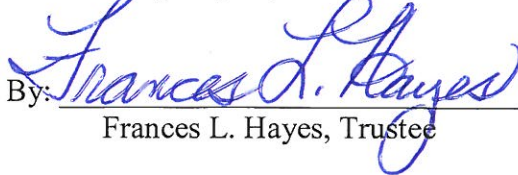
By: _____
Randy L. Jackson, President

By: _____
Tionna T. Watkins, Vice President

By: _____
Rhonda L. Burton, Secretary

By: _____
Fredia Wicks, Treasurer

By: _____
Mary Haynie, Trustee

By:  _____
Frances L. Hayes, Trustee

By: _____
Barbara Amon-Weigandt, Trustee