

MARTIN PUBLIC SCHOOLS

ADMINISTRATIVE EMPLOYMENT CONTRACT **FOR**

Dr. David Harnish

This contract made as of the date hereinafter set forth by and between MARTIN PUBLIC SCHOOLS acting through its Board of Education (hereinafter called the "Board"), and the ADMINISTRATOR:

- A. **Employment and Duties.** The professional assignment shall be as *Superintendent/High School Principal*, or such administrative positions as may be assigned from time to time by the Board. The duties shall include those specified by law, together with the duties endorsed on this Contract and such other professional duties as may be from time to time prescribed by the Board, which are not expressly contrary to law or to the terms of this Agreement.
- B. **Performance.** The Administrator agrees to faithfully perform the duties of the position to which assigned, to comply with all applicable statutes, to obey the policies, rules and regulations of the Board, and to diligently carry out its educational program and policies.
- C. **Contract Terms.**
1. **Initial Contract Terms.** The Contract is effective on July 1, 2015 and ends on June 30, 2018, unless extended or terminated early as herein provided.
 2. **Duration of Services.** The Administrator shall provide professional services pursuant to this Agreement for 260 work days during each contract year.
 3. **Contract Extension.** On or before May 1, and each twelve (12) months thereafter, the Board shall notify the Administrator if it intends to extend the Contract for an additional twelve (12) months. Absent notice of extension, the term remains as written herein.
 4. **Non-Renewal.** In the event of non-renewal of contract, the Board shall give the Administrator such notice of non-renewal of contract as may be required by law.
 5. **Early Termination.** This Contract, or any extension, may be terminated prior to the contract expiration date if the Administrator:

- a. shall die,
- b. shall fail to possess the qualifications, including valid certificates required by law for the positions to which initially assigned,
- c. shall be discharged by the Board by reason of failure to competently and fully perform the professional services required by this contract, or failure to comply with a reasonable directive/expectation of the Board,
- d. shall fail to possess the qualifications as required by the school district for accreditation, or
- e. employee shall materially breach the terms of this agreement.

To the extent required by applicable law, reasons for termination of contract prior to the expiration date shall not be arbitrary or capricious. In the event that termination occurs prior to June 30, 2018, earned wages shall be paid based upon the number of days worked.

- 6. Assignability. This Contract is for personal services and may not be assigned or transferred by the Administrator.
- 7. Notice. Any notice to the Administrator may be given in any reasonable manner. Written notice by ordinary mail, postage prepaid, to the last written address given the Board by the Administrator shall constitute reasonable notice.

D. Compensation.

- 1. The Administrator's salary shall be One hundred one thousand five hundred dollars (\$101,500.00) to be paid in twenty-six (26) instalments.
- 2. The Board shall make a non-elective contribution into a tax-deferred 403(b) annuity of the Administrator's choice equal to 2% of the gross salary described within D-1 above.
- 3. Fringe Benefits are set forth under Special Endorsement or as may be authorized by the Board.
- 4. Special Endorsements
 - a. Vacation. Twenty (20) days annually.
 - b. Paid Holidays: Labor Day and the Friday prior, Thanksgiving and the day after, Christmas Eve day, Christmas day, New Year's Eve day, New Year's day, Good Friday (provided school is not in session), Memorial Day, July 4th.
 - c. Sick Leave. Twelve (12) days of sick leave in advance for each fiscal year, the unused portion of

which may accumulate to not more than one hundred fifty (150) days. Sick leave may be used for:

- i. Physical or mental conditions which disable Administrator from rendering services, but excluding any condition compensated by Worker's Compensation, or resulting from other employment.
 - ii. Communicable disease
 - iii. Physical examinations, medical, dental or other health treatments that cannot be reasonably scheduled outside the Administrator's normal work time.
 - iv. Illness in the Administrator's immediate family (up to 5 days)
 - v. Funeral leave for a death in the immediate or extended family. For the purpose of this provision, the term "immediate family" means the spouse or child; the "extended family" is the parent, sibling, aunt, uncle or grandparent of the Administrator.
- d. Personal Leave. Two (2) personal leave days during each fiscal year in accordance with policies established by the Board, allowing one (1) unused to carry over to the Administrator's sick day bank each year.
- e. Reimbursed Expenses. The Administrator will be reimbursed for school related travel in the Administrator's vehicle inclusive to all travel performed by the administrator in the amount of Three thousand dollars (\$3,000.00) annually, not including any grants for travel expense. The Administrator will be reimbursed for a phone for school-related work in the amount of Sixty dollars (\$60.00) per month.
- f. Professional Development. Membership for two (2) state/national professional organizations.
- g. Sick Day Retirement Benefit. In the event that Administrator provides notice of intent to retire on or before March 1 of the year of retirement, the Board will pay twenty-five (\$25.00) for each day of unused sick leave accumulated to a maximum of One hundred fifty (150) days. Otherwise, unused

sick days shall not be compensated at termination of contract.

E. Compensation Reduction.

1. If the Contract is terminated early, the Administrator shall only be compensated for days worked.
2. If the Contract is terminated early by reason of the disability of the Administrator the compensation shall be continued for the disability insurance qualification period by not longer than thirty (30) days.
3. The Board is authorized to make such payroll deductions as may be required by law or authorized by the Administrator and to deduct such sums as have not been earned by reason of the absence of the Administrator.
4. If the Administrator is paid compensation which is in excess of compensation earned to the date of termination of employment, the Administrator agrees to reimburse the Board in an amount equal to such unearned compensation.

F. Tenure. The Administrator shall not be granted continuing tenure in any administrative, supervisory or other non-classroom position by virtue of the execution of this employment contract.

G. Indemnification. The Employer shall indemnify and save harmless the Administrator against expenses actually and necessarily incurred in connection with the defense of any action, suit, or proceeding in which the Administrator is a party as a consequence of employment, except in relation to matters as to which Administrator is adjudged in such action, suit, or proceedings to be liable for intentional misconduct or negligence.

H. Dispute Resolution. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties rights to or obligations as defined pursuant to this Agreement, 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 (AAA). The arbitrator's fee and the expense of the AAA 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.

I. Personnel Records. The Board shall cause an official personnel file to be maintained for the Administrator and such file shall be maintained and reviewed as provided by Board policy.

- J. Employment Regulations.** The Board reserves the right to establish from time to time such employment regulations as it deems reasonable which are not contrary to the express terms of this Contract.
- K. Evaluation.** On or before April 1 of each year, the Board and the Administrator shall meet for the purpose of evaluating the performance of the Administrator in accordance with the requirements of the Michigan Revised School Code. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views. A written summary shall be given to the Administrator, a copy of which shall be included in his/her personnel file. The Board shall make recommendations with respect to continued employment and compensation adjustments to the Board.
- L. Additional Terms.** Any additional terms, whether appearing on the reverse side of this Agreement or attached hereto as Special Endorsements, shall constitute a part of this Contract.
- M. Entire Agreement.** This contract contains the entire understanding of the parties regarding the Administrator's employment. No employee or individual Board member has the authority to enter into any new or different contract with the Administrator. Any modification, extension, or new contract must be in writing and approved by the Board at an open meeting to be effective and enforceable.

SPECIAL ENDORSEMENTS

The Administrator shall receive a Board contribution to health insurance benefits as per Schedule C of the Master Agreement between the Board of Education of Martin Public Schools and the Martin Education Association of teachers, and subject to applicable law, Administrator shall pay the difference in annual costs through an IRS section 125 payroll deduction.