Superintendent's Employment Contract

This contract is entered into as of the 5th day of August, 2012, between the Board of Education of the Glenn School District, referred to as the "Board of Education" or "School District" and Mike O'Connor as Superintendent.

- 1. **Duties**: The Superintendent agrees to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent 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 School District.
- 2. **Term**: The Board agrees to employ Michael O'Connor as Superintendent of Glenn School for the term of one (1) year from August 5, 2012 to and including August 4, 2013, subject to the nonrenewal and termination provisions described herein.

Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of March.

- 3. **Evaluation**: The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent.
- 4. **Tenure Exclusion**: This contract does not confer tenure upon the Superintendent or any other administrative position or any position other than a classroom teacher in the School District.
- 5. Professional Liability: The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity as agent and employee of the School District, provided the incident arose while the Superintendent was acting within the scope of employment and excluding criminal litigations. In no case will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.
- 6. **Professional Growth**: Upon prior approval, the Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the school district. The School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of the duties as Superintendent, in accordance with Board policies.

7. **Professional Organizations:** The Administrator will attend monthly superintendent meetings at Allegan Area Educational Service Agency (AAESA) to help School District make informed decisions and stay current with State requirements and news.

The School District shall pay annual dues (approximately \$500) for membership to the Michigan Association of School Administrators (MASA), if Administrator deems necessary. The District shall pay for one MASA conference per year, up to \$1000, or any other conference/class Administrator deems beneficial.

- 8. **Compensation**: As compensation for all services rendered as Superintendent pursuant to this Agreement, the Board of Education shall pay, in 26 equal installments, to the Superintendent, an annual salary of \$ 22,513 for the 2012/13 contract year.
- 9. **Special Provisions**: The Superintendent is expected to hold office hours five (5) hours per week with the exception of five (5) weeks during the school year, September 1 to June 5. The Superintendent can request Board approval of changes to office hours and availability. The Superintendent has discretion to make changes in his working calendar, based on the needs of the District.
- 10. **Termination Provisions:** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation.
- 11. **Severability**: If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
- 12. **Entire Agreement.** This document contains the entire agreement of the parties and supersedes prior oral or written promises or understandings. It may be modified only by a written document signed by these parties.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract on the day and year written below.

For the Board of Education

By the Superintendent

President Secretary

UUUDOMA

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Date

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