

**Elk Rapids Schools
Superintendent Employment Contract**

In accordance with the action found in the February 4, 2019 meeting minutes of the Board of Education (“Board”) of the **Elk Rapids Schools** (“District”), the Board employs **Thomas Enslen** (“Superintendent”) as its Superintendent of Schools according to the terms and conditions of this Contract.

1. **Term.** The Superintendent served as the District’s Interim Superintendent from October 16, 2018 through February 4, 2019. Thereafter, the Superintendent’s contract term shall begin on February 4, 2019 and end on June 30, 2020.
2. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and will faithfully perform those duties and to diligently implement the Board’s policies and education programs.
 - B. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
 - C. As the chief executive officer of the District, the Superintendent will administer the District’s instructional, personnel, and business affairs, subject to the direction of the Board.
 - D. Among his other duties, the Superintendent will prepare the agendas for each Board meeting in consultation with the Board President or designee. The Superintendent will timely forward the meeting agenda to each Board member, along with his recommendations and supporting documentation on each agenda item, so that Board members have sufficient time to assimilate the provided information before the meeting.
 - E. The Superintendent will be present in the District a minimum of two (2) days per week.
3. **Compensation.** The Superintendent will receive compensation for the performance of duties under this Contract at a rate of One Thousand and Four Dollars and Fifty Cents (\$1,004.50) per week. Such amount is subject to deductions required by law and will be remitted on the District’s regular payroll. The Superintendent will receive no other remuneration for services rendered under this Contract.
 - A. The Superintendent will submit a bi-weekly report of days worked to the District’s Payroll Department (copied to the Board President).
 - B. Any adjustment in the Superintendent’s remuneration made during this Contract will be in the form of a written amendment and shall become a part of this Contract.

4. **Expenses.** The Superintendent is eligible for reimbursement of expenses pursuant to the procedures in Board policy and as identified below.
 - A. The District will provide the Superintendent with the following work-related electronic devices and communication plans:
 - i. A computer for his use while employed by the Board;
 - ii. Mobile phone allowance of Seventy Dollars (\$70 per month); and
 - iii. Reimbursement for monthly Internet service.
 - B. The District will provide the Superintendent with a vehicle allowance of Two Thousand Dollars (\$2,000) per month and will reimburse the Superintendent for business related travel at the IRS standard mileage rate.
 - i. The purpose of this vehicle allowance and mileage reimbursement benefit is to create an “accountable plan” under IRS regulations.
 - ii. In compliance with IRS regulations for accountable benefit plans, the Superintendent will keep accurate records which describe the date, travel destination, business purpose, and mileage. The Superintendent shall submit these records to the District’s business office.
5. **Benefits.** The Superintendent is entitled to only those benefits expressly stated in this Employment Contract (or in a mutually agreeable written addendum signed by both parties). Through his signature on this Contract, the Superintendent represents that he voluntarily and in writing opts out of the health care benefits provided to District employees as he has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
6. **Authorized Absence.** As stated in Paragraph 2.E., the Superintendent will be present in the District a minimum of two (2) days per week. Work days may be flexibly scheduled, with the consent of the Board President. The Superintendent will report his absences to the Board President.
7. **No Tenure in Position.** The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other capacity by virtue of this Contract or any employment assignment within the District.
8. **Nonrenewal.** To the extent that this Contract’s nonrenewal is governed by Section 1229 of the Revised School Code, the Superintendent waives notice of nonrenewal of this Contract under that statute. If such notice may not be waived or is otherwise required to be given, the Superintendent, through his signature on this document, acknowledges notice of nonrenewal of this Contract as of February 4, 2019.
9. **At-Will Status.** 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 of the Board. The 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 on a permanent basis beginning July 1, 2020.

10. ***Certification/Qualifications.*** The Superintendent represents that he possesses and will maintain or acquire the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board or Michigan Department of Education (or other proper authority) that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation shall not be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.

11. ***Errors and Omission Insurance.*** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority.

12. ***Limitations Period.*** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

13. ***Entire Agreement.*** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

14. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

The parties agree to the above terms and conditions and affix their signatures to this Contract on February 4, 2019.

Superintendent



Thomas Enslen

Board of Education of the Elk Rapid Schools



Holly Spencer, President



Sherry Steffen, Secretary