#### ELLSWORTH COMMUNITY SCHOOL

# Administrative Contract (Superintendent/K-12 Principal)

THIS CONTRACT, entered into this 1st day of July 2014, between the Ellsworth Board of Education, hereinafter called the "Board" and Aaron Gaffney, hereinafter called "Administrator."

## 1. DUTIES

The Administrator agrees, during the period of this contract, 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 as to the administrative action taken on its behalf. The Administrator 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 his as the executive head of the administrative section of the school system and the Ellsworth Community School District.

## 2. TERM

The Board agrees to employ Aaron Gaffney as Administrator of its schools for the term of three (3) years from July 1, 2014 to and including school year June 30, 2017.

The Board shall review this contract with the Administrator annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Administrator of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed/extended for an additional year.

# 3. EVALUATION

The Board shall evaluate the Administrator, at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Administrator.

## 4. TENURE

The Administrator shall not be deemed to be granted continuing tenure in such capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

# 5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in his individual capacity, or in his official capacity as agent and employee of the Ellsworth Community School District, provided the incident arose while the Administrator was acting within the scope of his employment and excluding criminal litigation. The Board shall provide public liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgment resulting from his functioning as Administrator and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

## 6. PROFESSIONAL GROWTH

The Administrator may attend professional meetings at the local, state and national levels with the expenses of said attendance to be paid in accordance with the annual budget. The Board shall reimburse the Administrator for all reasonable expenses resulting from the performance of his duties as the Administrator in accordance with the annual budget.

#### 7. PROFESSIONAL DUES

The Board shall pay the Association dues of the Administrator for the Michigan Association of School Administrators, The Michigan Negotiators Association, and the M.A.S.A. Region II, as well as other appropriate affiliations as approved.

## 8. COMPENSATION

The Board agrees to pay the Administrator for his services, during each year of said contract in equal installments agreed to by the parties. The base salary compensation for the school year 2014-2015 shall be Eighty Five Thousand (\$85,000.00) dollars. For the 2015-2016 school year, the salary compensation shall be increased by five-percent (5%) upon a highly effective/effective evaluation rating determined by the board. If State ratings change during this period, the board will identify a comparable standard for their benchmark. For the 2016-2017 school year, the salary compensation shall be increased by five-percent (5%) over the prior year upon a highly effective/effective evaluation rating determined by the board. If State ratings change during this period, the board will identify a comparable standard for their benchmark.

## 9. FRINGE BENEFITS

The Board shall provide the Administrator with the following benefits:

- Cost of continuing Education for Administrator's certificate during the 2014-2015 school year.
- Dental, vision and long-term disability insurance as provided for other employees.
- Group Term Life Insurance of \$100,000 for the Administrator.
- Sick days to accrue to ninety (90) days per year.
- Twenty (20) vacation days per year. These shall be in addition to the holidays and breaks recognized by the District in the teachers' Master Agreement. The Administrator will be compensated for any unused vacation days up to five (5) days.
- Two (2) personal days per year.
- Five (5) days of bereavement leave not to be deducted from sick leave or vacation days.

## 10. TRANSPORTATION

The Board shall reimburse the Administrator the current Internal Revenue Service mileage rate for use of his automobile while conducting business in accordance with the position of Administrator in travel outside of the District.

# 11. FRINGE BENEFITS (ELECTION NOT TO RECEIVE)

For the Administrator not electing health insurance coverage, options are available to select from any combination of vision, dental, life or LTD insurance. The employer shall provide a \$12,000 Board paid annuity.

# 12. TERMS AND PROVISIONS

The Administrator shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his expense.

## 13. DISPUTE REOLUTION

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 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. The parties shall share the arbitrator's fee and the expense of the representation equally. All parties are entitled to have representation of their own designation. However, each party shall be responsible for the costs of such representation.

## 14. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By:		
	(Board President)	Date
By:		
	(Aaron Gaffney)	Date
Board ratification date:		