

SUPERINTENDENT/PRINCIPAL CONTRACT WHITEFISH TOWNSHIP COMMUNITY SCHOOLS

THIS AGREEMENT, made and entered into at Paradise, Michigan this of 1st of July 2020 by and between the Whitefish Township Community School Board of Education (hereinafter called the "Employer") and Thomas McKee (hereinafter called the "Employee") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 Act 289 of 1995).

1. The Employer hereby hires the Employee, and the Employee agrees to work for the Employer, for a term commencing July 1, 2020 and ending June 30, 2025 subject to all the covenants and conditions of this agreement. The Employer shall review this contract annually and upon successful evaluation, an additional year shall be added to the end of the contract.
2. Employee shall perform the duties of Superintendent/Principal of Schools as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the employer.
3. Employee will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent/Principal of Schools.
4. The Employee agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the School District including those required by the School Code. He will act as an advisor to the Employer on matter pertaining to the school operations and will inform the Employer as to administrative action taken on their behalf.
5. The Employee pledges to use his best efforts to maintain and improve the quality of the operation of the School District and consistently promote efficiency in all areas of his responsibility. The Employer recognizes that the Employee is expected to assume his share of professional responsibilities outside of the district on behalf of the educational community at large.
6. Employee shall be paid an annual salary of not less than one hundred ten thousand two hundred dollars (\$110,200) per school year for the duration of this contract. The annual salary shall be paid in twenty-six (26) bi-weekly installments during the applicable twelve (12) month period July 1, 2020 through June 30, 2025.
7. The Employee shall be granted vacation time of five (5) days per fiscal year. If days are not used, the Employee shall be allowed to roll these days over into the next year in the same category. At the end of Employment, the Employee can turn in all unused days for compensation at a rate of \$10.00 per hour for all unused sick, vacation, and personal time. This amount will be capped at 1200 hours.
8. The Employee's performance shall be evaluated by the Employer annually in December. The evaluation shall be presented to the Employee in writing prior to the December board meeting. Evaluations are to be based in part on goals and objectives, said Employer objectives will be shared by the Employee and the Employer in writing prior to the evaluation. The employee shall be granted stipends for an effective or highly effective evaluation in the amount of two thousand seven hundred fifty dollars (\$2,750) to be paid in July and January.
9. The Employer shall be entitled to terminate this contract during its term in the event the Employee's inability to perform these positions responsibilities for a period of ninety (90)-consecutive days due to mental or physical disability.
10. The Employee shall be compensated two times a year in the amount of six hundred fifty dollars (\$650.00) for the following duties: REP (Registry of Educational Personnel) Fall/Spring, Pupil Accounting Fall/Spring, CRDC, Homeless Liaison, SFA-VCR, MSDS (Michigan Student Data System) Fall/Spring, EOY, LEARS (Local Education Agency Review System) Fall, MICRS (Michigan Care Improvement Registry) Fall/Spring, SIP (School Infrastructure Database) Spring, DCH (Days and Clock Hours) Spring, LASO (Local Agency Security Officer), Single Building School Improvement Plan, Consolidated Application. These payments shall occur in September and November.
11. The Employee shall be compensated three thousand dollars (\$3000.00) to serve as Transportation Director for the district. This payment will occur in August.
12. The Employer shall be entitled to terminate the Employee's employment at any time during the term of this contract for good and just cause, but the Employer 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 Employer after ten (10) days' notice in writing, said hearing shall be public or private at the option of the Employee. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this agreement, this agreement shall automatically terminate, and the Board of Education shall have no further obligation hereunder.

13. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non-renewal shall be as prescribed under Section 1229 of the Revised School Code. MCL 380.1229.
14. In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Employee during the term of this contract, the parties hereby agree to submit such binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of and administered by, the American Arbitration Association. The parties intended that this process of dispute resolution shall be inclusive for all contract and statutory claims advanced by Employee arising from Employee discharge during the term of this contract, non-renewal or alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the cost imposed by the American Arbitration Association shall be shared equally by the Employer and Employee. Any claim for arbitration under this provision must be filed with the American Arbitration Association in writing, and served on the Employer with ninety (90) days of the effective date of representation of their own designation, and each party shall be responsible for its own cost incurred in connection with such representation. The decision and award of the arbitrator shall be final, and binding and judgement thereon may be entered in the County Circuit Court.
15. The Employer may require the Employee to have a comprehensive medical examination annually. If such an examination is required, a statement shall be filed with the President of the Board certifying to the physical fitness and mental capacity of the Employee to perform his duties. Medical information provided under this agreement shall be treated as confidential by the President. Should the Employer exercise its prerogative to this provision, the cost of services for said examination shall be borne by the School District.
16. The Employer shall provide the Employee and his eligible dependents the following insurance as determined by the Employer:

Negotiated Life	\$100,000 with AD & D
Negotiated Long Term Disability	66 2/3% same as above
Vision (Plan year July to July)	MESSA VSP-2 Silver Vision or comparable coverage
Dental (Plan year July to July)	100/80/80 w/\$1200 annual max (Class I, II, III) 80 w/\$1300 lifetime max (Class IV) Dental Coverage
Health Insurance	MESSA ABC Plan 1 with \$1300/\$2600 In-Network Deductible or comparable coverage
17. The Employer shall maintain errors and omissions insurance for the administrator which includes defense of claims and payments of judgments in his functioning as Superintendent/Principal and consistent with such policy provisions.
18. The Employee is entitled to the following holidays for which no services to the School District are required: July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Eve Day, Good Friday and Memorial Day. The Employee is excused with pay from duty during the Thanksgiving, Christmas, spring and other break periods which take place during the regular school year as per the school calendar.
19. Five days per year will be granted for a death in the immediate family or household. Further death leave may be granted at the discretion of the Employer. Immediate family shall be considered to include grandparents, parents, siblings, spouse, children, in-laws, stepchildren, and any other persons residing in the same household.
20. If the Employee is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) days per contract. If days are not used, the Employee shall be allowed to roll these days over into the next year in the same category.
21. The Employee shall be eligible to be reimbursed for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Employer.
22. The District shall pay the association dues and conferences of the Employee for Michigan Association of School Administration (MASA) and MASA Region 1. Also included is MASB as extensions of the Employer. The Employee may attend professional meetings at the expense of the District.
23. This contract of employment contains the entire agreement and understanding by and between the Employer and Employee with respect to the employment of the Employee and no representations, promises, contracts or understanding, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Employee by the Employer is hereby terminated and shall hereafter be of no force or affect whatsoever. No change, modification or waiver of this contract of employment shall be valid or binding unless it is in writing and signed by

the Employee and by the Employer. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

24. If any provision of this agreement becomes or is declared by a , court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions: provided, however that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

This agreement is executed on behalf of the Whitefish Township Community School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

EMPLOYEE

DATE

THOMAS O. McKEE, Superintendent/Principal

WHITEFISH TOWNSHIP COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION

DATE

PRESIDENT, WHITEFISH TOWNSHIP BOARD OF EDUCATION

DATE

SECRETARY, WHITEFISH TOWNSHIP BOARD OF EDUCATION