

HARBOR SPRINGS PUBLIC SCHOOLS

Mark Tompkins

Employment Contract

Superintendent

2011-2013

The BOARD OF EDUCATION for the HARBOR SPRINGS PUBLIC SCHOOLS ("Board) and **MARK TOMPKINS** ("Superintendent") voluntarily enter into this contract for employment upon the terms listed below.

1. DUTIES

The Superintendent agrees, during the period of this contract and any extensions to faithfully, competently, and professionally perform the duties and obligations of the office of superintendent, including those duties required by the School Code, other applicable laws, and the policies, regulations and directions of the Board or its authorized representatives. The Superintendent will act as an advisor to the Board on matters pertaining to school administration, or the school district, and will inform the Board as to all administrative action taken on the Board's behalf. The Superintendent shall recommend and effect, or cause to be effected, the policies and programs adopted by the Board of Education.

2. COMPENSATION

The Board agrees to pay the Superintendent an annual salary. The annual salary for 2011-2012 school year shall be set as **\$114,240.00** (One Hundred Fourteen Thousand and Two Hundred and Forty Dollars and 00/100) over 26 pays.

3. DURATION

The Board agrees to employ Mr. Tompkins as the Superintendent of its schools from July 1, 2011, to and including June 30, 2013. The Superintendent shall work a Fifty-Two week work year.

4. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- A. Health, dental vision and long-term disability insurance as provided to other administrative employees of the District. If disabled, the Superintendent shall be entitled to a continued per diem rate of compensation, after exhausting all available earned sick and vacation days, until he has satisfied the qualifying period of long-term disability benefits.
- B. Life insurance in the amount of three (3) times the annual salary.
- C. Fourteen (14) sick days per year to be accumulated without limit. Upon leaving the district, the Superintendent will be entitled to a payout on unused sick days, not to exceed one hundred (100) days total, at the rate of thirty-three and one-third percent (33 1/3%) of the then-current daily rate.

- D. An annual comprehensive medical examination paid for by the Board. In consideration of this benefit, the Superintendent agrees to disclose to the Board President any medical condition, which would require a workplace accommodation. Such disclosure shall be treated as confidential information.
- E. Twenty-Five (25) vacation days per year, exclusive of holidays designated by the District. At the end of each contract/school year (June 30), the Superintendent will receive up to five (5) days' per diem pay for unused vacation days. Vacation leave shall not accumulate from year to year.
- F. Two (2) personal days per year.
- G. Five (5) days of bereavement leave, not to be deducted from sick leave, to be used in accordance with the policy applicable to all administrators.
- H. The Board shall provide the Superintendent with a monthly automobile allowance of Four Hundred Sixteen Dollars and Sixty-seven Cents (\$416.67). This amount shall compensate the Superintendent for all mileage expenses, and will be included in taxable wages.
- I. The Board will provide during the 2011-2012 contract year, a tax-deferred annuity in the amount of \$4,000. (Four Thousand and 00/100 Dollars).
- J. The District will also reimburse the Superintendent for all other reasonable and necessary expenses resulting from the performance of his duties as superintendent. The Superintendent shall provide documentation, as determined by the Board, to be eligible for reimbursement.
- K. The Board will reimburse the Superintendent for all graduate course work upon the successful completion of each class or course.
- L. The District shall pay the association dues of the Superintendent for the American Association of School Administrators, Michigan Association of School Administrators, and the MASA Region, which includes the school district, as well as any other appropriate affiliations, as approved by the Board.
- M. The Superintendent may attend professional meetings at the Local, State and National levels. The reasonable expenses of such attendance will be paid by the Board. All out-of-state meetings must have pre-approval from the Board.

5. EVALUATION & EXTENSION

The Board shall evaluate the Superintendent, at least annually, using the criteria and evaluation process mutually agreed to by the Board and the Superintendent. Ordinarily, the evaluation should occur prior to the March 1st. On or before March 1 of each year, the Board shall review this contract with the Superintendent and take official action to extend, or not extend, the contract for an additional year. The Superintendent shall be notified of the Board's actions in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

6. CERTIFICATION & TENURE

The Superintendent will obtain and maintain all certification and licensing required by the State of Michigan to serve as a superintendent for a public school district. The Superintendent shall not be eligible for continuing tenure in any administrative capacity, including the position of Superintendent. The Administrator may only earn tenure status as a classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

7. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge, prior to the expiration of this agreement, for good and just cause. The Board agrees that it will not arbitrarily or capriciously dismiss the Superintendent. If the Board should determine to terminate the Superintendent's employment prior to the natural expiration date of this contract, it shall provide him with written charges, at least ten (10) days in advance of a hearing before the Board on those charges. The hearing may be public or private, at the option of the Superintendent. The Superintendent may have legal counsel at the hearing, at his option and expense. Non-renewal of this contract shall be handled in accordance with the provisions of the School Code, and the provisions regarding annual extension contained in this contract.

8. PROFESSIONAL LIABILITY

The 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, whether in his individual capacity or official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and in accordance with the Board's policies, procedures and directives. The Board agrees to provide liability insurance to cover the Superintendent for both the cost of defense and the payment of judgment for such covered claims. To the extent that insurance is inadequate to fully pay for covered claims, the Board will reimburse the Superintendent for any defense or judgment costs for such covered claims. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against any demands, claims, suits, actions and/or legal proceedings. In no case will the Board be required to provide defense or indemnification for any expenses arising out of a criminal prosecution of the Superintendent.

9. DISPUTE RESOLUTION

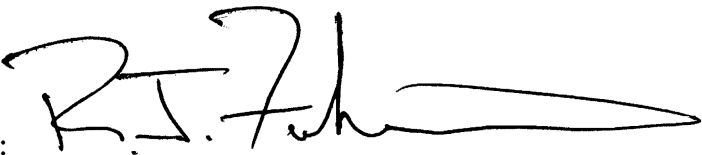
The parties agree to submit to binding arbitration any dispute between them relating to any provision of this contract, or any dispute concerning any of the parties' rights or obligations as established in this contract. Any such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee shall be paid by the party that files a dispute with the American Arbitration Association. The parties are entitled to have representation of their own designation, however, the District shall be responsible for two-thirds of the expenses incurred in the arbitration and the Superintendent will be responsible for one-third of the expenses. The award of the arbitrator will be considered final and binding and may be enforced in any Michigan court of competent jurisdiction.

10. BREACH

A breach by either party of any particular clause of this Agreement shall not automatically render the contract null and void, nor excuse the parties from their remaining obligations under this Agreement

Harbor Springs Public Schools

Date: 6-27-11

By: 
Board President

Date: 6-27-11

By: 
Superintendent