

**LITCHFIELD COMMUNITY SCHOOLS
SUPERINTENDENT / K-12 PRINCIPAL CONTRACT**

Pursuant to Section 1229 of the Revised School Code and in accordance with the action found in its September 17, 2012 minutes, the Board of Education (the "Board") of the Litchfield Community Schools (the "District") employs Anne Riddle (the Superintendent") for a term of one (1) year commencing July 1, 2012 and ending June 30, 2013, according to the terms and conditions described below.

1. **Duties.** Anne Riddle shall perform the duties of Superintendent and K-12 Principal as prescribed by the Board and as may be established, modified, or amended from time to time by the Board.
 - A. The Superintendent acknowledges that ultimate authority of the Board as to the assignment and oversight of her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.
 - B. The Superintendent is subject to assignment and transfer to another position of administrative employment in the District at the Board's discretion.
2. **Qualifications.** The Superintendent represents that she possesses and shall maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned. As a condition of her continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or the Michigan State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.
3. **Performance.** The Superintendent agrees to devote her talents, skills, efforts, and abilities toward competently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent pledges to use her best efforts to maintain and improve the quality of District operations and to constantly promote efficiency in all areas of her responsibility. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board.
4. **Job Performance Evaluation.** Consistent with Section 1249 of the Revised School Code, the Superintendent's job performance shall be evaluated by the Board at least annually through the use of rigorous, transparent, and fair performance evaluation system that does all of the following:
 - A. Provides timely and constructive feedback:
 - B. Establishes clear approaches to measuring student growth in the District and provides relevant data on student growth in the District; and

C. Uses multiple rating categories that take into account data on student growth in the District as a significant factor. For those purposes, student growth in the District shall be measured by national, state, or local assessments and other objective criteria.

Further, the Superintendent shall, with the Board's cooperation, establish goals upon which the annual job performance evaluation will be based. Before the annual job performance evaluation, the Superintendent shall complete a self-assessment and submit it to the Board before each individual Board member completes the annual evaluation activity.

5. **Base Salary.** The Superintendent shall be paid an annual salary of Eighty Two Thousand Dollars, \$82,000 for the 2012-2013 contract year.

A. The Board retains the right to review and adjust the Superintendent's annual salary, but such adjustment shall not reduce the annual salary below the initial amount specified for the 2012-2013 contract year.

B. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments as evaluated pursuant to Paragraph 4 will be a significant factor in determining any adjustment to the Superintendent's compensation.

C. The annual salary shall be paid on a pro rata basis if the Superintendent does not fully work the contract year.

6. **Technology Allowance.** The Board shall provide the Superintendent with a cell phone and related service plan.

7. **Vehicle Allowance.** The Superintendent shall receive a monthly vehicle allowance of Two Hundred Dollars (\$200.00) per month, to be paid monthly beginning July, 2012.

8. **Professional Dues.** Subject to prior approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed pursuant to Board policy for any related registration fees, tuition, travel, lodging, reasonable meal expenses for herself not prepaid by the Board.

9. **Vacation.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. The Superintendent shall be granted vacation time of fifteen (15) days per contract year.

A. Vacation days must be used within the contract year for which they are made available and the superintendent shall not receive any additional compensation in lieu of vacation days. The maximum amount of vacation allowable is fifteen (15) days, plus five (5) days carryover from the previous contract year.

B. The Superintendent shall schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. All vacation scheduling is subject to the Board's approval.

10. **Holidays.** The Superintendent is entitled to the following holidays for which no service to the District is required: July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New Years' Eve Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day.
11. **Sick Leave Days.** The Superintendent is allowed twelve (12) sick leave days per year, credited at the beginning of a contract year.
 - A. Unused paid sick days shall be cumulative to a maximum of 120 days for absences due to the Superintendent's personal illness or disability.
 - B. Upon retiring from the District, the Superintendent will receive payment at 70% of the daily rate paid to substitute teachers for each unused accumulated sick day to a maximum of 120 days.
12. **Personal Leave Days.** The Superintendent may be granted up to two (2) personal leave days per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.
13. **Bereavement Days.** The Superintendent may receive up to three (3) days with pay due to the death of an immediate family member (mother, father, spouse, child, adopted child, step-child, brother, sister, mother/father-in-law, grandparent and legal guardian).
14. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of her office, she shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.
 - A. If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
 - B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
 - C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.

D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from her health care provider. A second opinion may be required by the Board, at its expense, unless securing of the second opinion is precluded by the Family and Medical Leave Act.

E. The parties agree that the Superintendent's position is that of a "key employee" as prescribed by the Family and Medical Leave Act.

15. **Medical Examination.** The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract.

A. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by her assignment, with or without reasonable accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.

B. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

16. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate underwriter, policyholder or third-party administrator, the Board shall make premium payments on behalf of the Superintendent and her eligible dependents for Health, Dental, Vision, and Long-Term Disability insurance in the same amount as provided to other District teachers, subject to possible modification as stated in paragraph 17 below.

17. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above insurance coverage, provided that comparable coverage (as determined by the Board) is maintained during the term of this contract.

A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.

C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.

D. The Board, by remitting premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

E. The Superintendent may be required to contribute a portion of the insurance premium as required by statute.

18. **No Tenure in Position.** The Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position initially assigned or to which she may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) with the district. Nor shall the Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
19. **Non-renewal.** Consistent with Section 1229 of the Revised School Code, the Board, in its sole discretion, may act to non-renew this Contract beyond its stated expiration date. The Board's decision not to renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
20. **Termination for Cause.** The Board is entitled to terminate the Superintendent's employment at any time during the term of this Contract for any act of moral turpitude, misconduct, dishonesty, fraud, insubordination incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract.
- A. The foregoing standard for termination of this Contract during its term shall not apply to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation.
21. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the employment of the Superintendent. Representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. Any prior agreement pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent, is terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

B. Any adjustment in salary or fringe benefit made during the life of this Contract shall neither be considered as entering into a new Contract nor as extending the termination date of the existing Contract.

C. No change or modification of this Contract shall be valid unless it is in writing and signed by the Superintendent and the Board. Any mutually agreed upon Contract change or modification shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become part of this Contract.

D. 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.

22. **Reduced Statute of Limitations.** The Superintendent agrees that any claim or suit arising from her employment with the District 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 limitations set forth in this Contract and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short time period to commence a lawsuit, it is the parties' intent that the court 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.
23. **Voidability.** 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).
24. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on September 17, 2012, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on September 17, 2012.

LITCHFIELD COMMUNITY SCHOOLS BOARD OF EDUCATION

By: _____
Sheryl Pitts, President

By: _____
Delores Sanger, Vice-President

By: _____
Charles Phelps, Secretary

By: _____
John Wykes, Treasurer

By: _____
Clifford Abbeg, II Trustee

By: _____
Jeffrey Roberts, Trustee

By: _____
Gary Smith, Trustee

SUPERINTENDENT

By: _____
Anne Riddle