

**HANCOCK PUBLIC SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

THIS CONTRACT, entered into this first day of July, 2009, between the **Board of Education**, hereinafter called the "Board" and Monica M. Healy, hereinafter called the "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity of the school district including, but not limited to, those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

2. TERM

The Board agrees to employ Monica M. Healy as **Superintendent** of its schools for the term of three years ending June 2018 .

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period.

3. EVALUATION

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

4. TENURE

The Superintendent/Building Administrator shall not be deemed to be granted continuing tenure in such capacity.

5. 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 in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her 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 Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the

performance of her duties as Superintendent.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A region in which the School District is located, as well as other appropriate affiliations as approved.

8. MEDICAL EXAMINATION

The Superintendent shall have a comprehensive medical examination once each year at Board expense, by a physician of her choosing. The report of said examination shall be delivered exclusively to the Superintendent/MS Principal.

9. COMPENSATION

The Board agrees to pay the Superintendent for her services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$94,934.81 for the 2015 -2016 year. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

The Superintendent shall annually receive a Tax-Sheltered Annuity in the amount of \$4000.00 beginning in the 2015-2016 school year.

10. FRINGE BENEFITS

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

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Life insurance in the amount equal to the annual salary.
- Twelve (12) sick days per year to be accumulated to a maximum of 160. The Superintendent shall carry over her current days of accumulated sick leave upon approval of this agreement.
- Twenty-seven (27) vacation days per year. These shall be in addition to the Holidays recognized by the District. An option is given to the Superintendent to be paid for a maximum of ten (10) days in lieu of vacation.
- Three (3) days of bereavement leave, not to be deducted from sick leave.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she 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 Superintendent. At such hearing, she may have legal counsel at her own expense.

12. TERMINATION OF CONTRACT (by Superintendent)

The Superintendent may terminate this Contract by giving the School District written notice of her election to do so at least sixty (60) days prior to the anniversary date of this Contract, and such notice

shall be delivered to the President or the Secretary of the Board of Education of the School District. This time may be reduced by mutual agreement of the Board.

13. TERMINATION OF SUPERINTENDENT DUTIES

The Board of Education may terminate the superintendent duties of this contract. The Superintendent/MS Principal may terminate superintendent duties by giving the School District written notice of her election to do so at least sixty (60) days prior to the anniversary date of this Contract, and such notice shall be delivered to the President or the Secretary of the Board of Education of the School District. In either case, it is mutually understood that she will assume a principal position within the District with termination of superintendent duties.

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

By _____
Superintendent