

## SUPERINTENDENT CONTRACTUAL AGREEMENT

This contract, entered into this 18<sup>th</sup> day of March, 2019, between the STANTON TOWNSHIP BOARD OF EDUCATION, hereinafter called the "Board" and Mr. James Rautiola, hereinafter called the "Administrator".

Whereas, the Board of Education at a meeting held on the 18<sup>th</sup> day of March 2019, approved the contract of the administrator as Principal/Superintendent/Athletic Director in accordance with the terms and conditions of this contract; and

Whereas, the administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract; and

Now, therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM:** This contract shall take effect on the 1<sup>st</sup> day of July, 2019, and continue in force thereafter through the 30<sup>th</sup> day of June, 2022, subject to extension and termination as provided in paragraphs 4, 10, and 11.

The Board shall review this contract with the Administrator, and shall on or before March 30 of the ensuing year, take official action determining whether or not it is extended for an additional year and notify the Principal of its action in writing no later than 90 days prior to its renewal.

2. **DUTIES:** The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The administrator agrees to perform the duties of Principal/Superintendent/Athletic Director in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education.

The Administrator shall serve as chief administrative office of the Board. He may be required to:

- A. Attend Board meetings.
- B. Present his recommendations to the Board on any subject under consideration by said Board.
- C. Serve as an ex officio member, without any voting rights, of each committee established by the Board.

The Administrator agrees to and shall, during the term of this Agreement, devote his time, attention and energy to the position of the School District. However, he may serve with Board

approval, as a consultant to other districts or other educational agencies or associations, lecture, engage in writing activities and speaking engagements and engage in other activities which are of short term duration at this discretion. The Administrator shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

3. **EVALUATION**: Annually, but no later than the last day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent, the performance of the Superintendent. The Personnel Committee of the Board of Education shall review with the Principal this said evaluation. Before the commencement of each year of this Agreement, the Board of Education and the Principal may meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled Board meeting by the Board President.
4. **EXTENSION**: Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take formal action on that consideration by no later than 30 days following the completion of the evaluation. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. **TENURE EXCLUSION**: This contract does not confer tenure upon the Administrator.
5. **MERIT COMPENSATION**: The Superintendent shall receive an annual merit compensation bonus based upon his performance, of up to \$250 if he/she is rated Highly Effective or Effective on his/her annual evaluation. The Superintendent shall not receive any bonus if the rating is Minimally Effective or Ineffective for the formal annual performance evaluation.
6. **COMPENSATION**: The Board of Education shall pay to the Administrator a salary of Ninety Five Thousand Five Hundred dollars (\$95,500.00) for the school year 2019-2020 beginning July 1, 2019 and ending on June 30, 2020 with an annuity of 5% of said salary, and a step increase of four thousand dollars (\$4,000) plus 1.5% raise for the 2020-2021 school year with an annuity of 5% of said salary, and step increase of three thousand (\$3,000) plus 1% raise for the 2021-2022 school year with an annuity of 5% of said salary. The said annuity will be at the Administrators discretion. The Board retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

The district shall pay the Association dues of the Superintendent for the Michigan Association of School Administration.

7. **MEDICAL EXAMINATION**: The Administrator is encouraged to have a comprehensive medical examination every two years. The cost of said PHYSICAL examination and reports shall be paid by the District.

8. **BENEFITS**: During the term of this contract, the Administrator shall receive all benefits generally provided by the School District to full-time professional staff members in accordance with the board of Education policy, including: vacation leave, sick leave, disability leave, health insurance, dental insurance, vision insurance, and retirement benefits. In addition to such benefits generally available to Administrator is entitled to the following benefits:
- A. Twelve (12) sick leave days annually, cumulative to a total of 170 days.
  - B. Compensation days – The Administrator shall be entitled to twenty-two (22) vacation days the 1<sup>st</sup> year of employment with 1 additional vacation day for each year of employment, up to a maximum of thirty-five (35) days, exclusive of legal holidays during each year of this agreement. Such vacation period shall be with pay and shall be selected by the Administrator during periods of time least disruptive to the operation of the District. Seven days of unused vacation time may be carried over to the following year or the administrator may elect to take pay in lieu of these days. (Legal holidays are July 4, the Friday before Labor Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Easter and Memorial Day.) If a holiday falls on a weekend, the holiday will be celebrated on the Friday preceding the holiday or the Monday after the holiday.
  - C. Travel within the ISD District: The Board shall provide the Administrator with an automobile allowance of One Hundred Dollars (\$100.00) per month.
  - D. Travel outside the ISD District: Authorized use for the Administrator's personal car in the course of the Administrator's work shall be reimbursed at the I.R.S. rate per mile.
  - E. The Board shall provide the Administrator with a cell phone allowance of One Hundred Dollars (\$100.00) per month.
9. **TERMINATION**: The Board may terminate this contract and discharge the Administrator from employment for cause provided that the Administrator has received prior notice in writing from the Board of its intent and the alleged reason or reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process. The following are some activities which may be cause for immediate termination:
- Gross or repeated misconduct in job performance
  - Failure to comply with properly given directives
  - Use of obscene language or fighting on the School District premises
  - Insubordination
  - Falsifying School District records, reports or information
  - Theft, misappropriation, unauthorized possession or use of School District property

Willful or careless destruction, mishandling or defacing of School District property  
Being intoxicated or using intoxicating beverages on School District premises  
Illegal use or possession of narcotics or drugs on School District premises  
Unauthorized possession of a dangerous weapon on School District premises  
Conviction for a criminal offense

The foregoing list for which the School District may determine that services are not necessary, acceptable or satisfactory is not complete or exclusive of other reasons not articulated in this section. Further if and only to the extent required by law "cause" shall include reasons that are not arbitrary and capricious.

10. **TERMINATION BY MUTUAL CONSENT**: Upon mutual written agreement by the Board and the Principal, this contract and the employment of the Principal may be terminated without penalty or prejudice against either the Board or the Administrator. In this event, the Board shall pay the Administrator all remuneration and benefits accrued but unpaid during the period of employment immediately to such termination.
  
11. **LEGAL REPRESENTATION**: In the light of the unique nature of the professional duties of the administrator, the District shall provide to the administrator at no expense to him legal counsel and representation in any legal action brought against him as administrator and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as administrator.
  
12. **LIABILITY INSURANCE**: The Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payment of judgements resulting from his functioning as Principal/Superintendent/A.D./Transportation Supervisor and will reimburse him for any portion of such expense and judgements not covered by insurance.

IN WITNESS WHEREOF: the parties have duly executed this Principal/Superintendent/Athletic Director/Transportation Supervisor Employment Contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE PRINCIPAL/  
SUPERINTENDENT/ATHLETIC  
DIRECTOR

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Jill Efraimson, President

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James Rautiola