

Huron Intermediate School District Contract of Employment Superintendent

It is hereby agreed by and between the Board of Education of the Huron Intermediate School District (hereafter "Board") and Joseph Murphy (hereafter "Administrator") that, pursuant to Section 601a (1)d, 623(1)b, and 1229(1) of the Revised School Code, the Board, in accordance with its action found in the minutes of its meeting held on the 10th day of May, 2012, does hereby employ Joseph Murphy for a period commencing on July 1, 2012, and ending on June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified, and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the Intermediate School District at the discretion of the Board.
2. Administrator represents that he possesses, holds, and will maintain all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
3. Administrator agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the Intermediate School District during the entire term of this Contract. Administrator agrees to devote substantially all of his business time, attention, and services to the diligent, faithful, and competent discharge of his duties on behalf of the Intermediate School District to enhance the operation of the Intermediate School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the Intermediate School District.

4. Administrator shall be paid at an annual (twelve month) salary rate of not less than \$122,080 in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

The Board hereby retains the right to increase the salary of Administrator during the term of this Contract with such consideration to be based upon the financial resources of the Intermediate School District and upon the quality of Administrator's performance, including Administrator's success in achieving established job goals. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and shall be regarded as part of the Contract when signed by Administrator and the Board. In no event shall Administrator's salary be reduced below the annual amount of \$122,080 during the term of this Contract.

The annual salary shall be paid in twenty-six (26) equal by-weekly installments, on a regular payroll of the Intermediate School District, beginning with the first regular payroll after the inception of this Contract.

As additional remuneration and consideration for Administrator's performance of services during this Contract, the Board shall make payment on behalf of Administrator to a non-elective employer-contributed 403(b) tax-deferred annuity. The annually contributed amount shall be Five Thousand Dollars (\$5,000).

Administrator is entirely and exclusively responsible for any taxation consequences associated with the payment, contribution, or withdrawal of any annuity amounts contributed by the Board on behalf of Administrator under the terms of the Contract. Without limitation of the above, Administrator is entirely and exclusively responsible for determining and complying with applicable limits under Section 415(c) of the Internal Revenue Code (or successor legislation) which are pertinent to the 403(b) annuity contributions made on his behalf as remuneration under the terms of this Contract. Administrator agrees to indemnify and hold harmless the Board from any and all amounts of tax liability, assessments, or penalties which are attributable to non-elective 403(b) annuity contributions made on his behalf by the Board.

5. Administrator shall be employed to work for a period of 240 days per contract year of which 20 can be used as unscheduled days. The workdays shall be established by the Board and unscheduled days shall be scheduled in consultation with the Board President. Should the Administrator be unable to utilize the entire 20 unscheduled days in a fiscal year, he may carry over 10 days to the next year. He shall not be permitted to exceed 30 days in any given year. Administrator shall schedule use of unscheduled days in a manner to minimize interference with the orderly operation and conduct of business of Intermediate School District. Should he elect to receive compensation for the unused unscheduled days, he shall be compensated for any unused portion at his most recent per diem rate. Compensation for unscheduled days shall not exceed 10 days in one year.
6. Administrator's performance shall be evaluated by the Board annually, not later than June 1.
7. This Contract may be automatically extended for a twelve (12) month period, during its term, unless the Administrator receives written notice of non-extension from the Board on or before June 30 annually. This extension is contingent upon Administrator giving written notice to each member of the Board on or before April 15 annually reminding each trustee of the provision of the Contract and its effect. If this Contract is extended during its term in this manner, a new Contract reflecting the revised term of employment shall be prepared and signed by the Board and Administrator. Nothing in this provision or in any other provision of this Contract shall limit the Board's discretion in determining whether or not this Contract should be extended according to this provision.
8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract when it determines that Administrator has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if Administrator materially breaches the term and condition of this Contract, or for other causes found to be sufficient by the Board, provided that the Board shall not dismiss the Administrator during the term of this Contract for any reason that is arbitrary or capricious.

The foregoing standards for termination of this Contract during its term shall not be applicable to the non-extension of this Contract during its term or non-renewal of this Contract at the expiration of its term, which decisions are discretionary with the Board.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract, he 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 obligation hereunder.

9. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. Administrator shall first exhaust any accumulated sick leave and accrued unscheduled time, with the balance of the ninety (90) work-day period to be unpaid.

Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

The Board may require a second opinion should there be an occurrence as defined above. Any medical costs incurred as a result of a second opinion shall be the responsibility of the Board.

The Administrator may not return to work after a medical absence without a return-to-work certification authorized by the Administrator's health care provider. The health care provider must be licensed to practice in the State of Michigan or the jurisdiction from which he originates.

10. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he 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 Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by Teacher's Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. Administrator 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. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of Administrator by the Board shall be job related and consistent with business necessity. 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 considered and treated as confidential.
12. Upon proper application for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, the Board shall make premium payments on behalf of Administrator (and his eligible dependents) for health, dental, and vision insurance plans designated and approved by the Board. Administrator has the option to take a tax-sheltered annuity in lieu of medical coverage per the Administrative Team contract.

Additionally, the Board shall pay the premium amount for a term-life insurance policy on behalf of Administrator in the face amount of Two Hundred Fifty Thousand Dollars (\$250,000). The carrier shall be selected by the Board.

13. Administrator shall not be required to render service to the Intermediate School District on the school holidays designated in Section 1175(1) of the Revised School Code, as well as on any other holiday so designated by the Board.

14. Per contract year, Administrator shall be allowed full pay for twelve (12) days of illness and three (3) days of personal business. Unused paid leave days hereunder shall be cumulative from year-to-year without limitation for absence due to personal illness or disability of Administrator.

In recognition of service to the district, a severance benefit shall be made equal to one-half of per diem salary for a maximum of 125 days of unused sick time (upon termination of employment).

Administrator shall receive funeral leave as defined in the Administrative Team Contract.

15. Administrator shall be reimbursed for travel, meals, and lodging in accordance with the per diem expense and reimbursement standards and procedures established by the Board.

Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with Board policy and/or the directives of the Board.

Subject to express approval by the Board, the fees or dues for Administrator's membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Board, the Administrator may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging, and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

16. Administrator shall be provided with an educational stipend which shall be paid upon satisfactory completion of academic university coursework which is germane to the function and duties of the Superintendent. The Administrator must complete all university-level coursework with a B or above in graduate-level work. The stipend may be used for travel, tuition, books, and all related expenses not to exceed \$2,000 in a fiscal year. Grade reports must be presented to the Board President following course completion.

17. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts, or understandings, 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 the employment of Administrator by the Board, and hereby terminated and shall hereafter be of no force or effect whatsoever. Provided, that this Contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal history checks and criminal records checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. 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 time.

18. If any provision of this Agreement 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).
19. Administrator agrees that any claim or suit arising out of Administrator's employment with the Board 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. Administrator 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 limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
20. This Agreement is executed on behalf of the Huron Intermediate School District pursuant to the authority granted as contained in the resolution of the Board adopted on October 25, 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Date: _____

Joseph W. Murphy

HURON INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

Date: _____

By _____
President

By _____
Secretary