

**CONCORD COMMUNITY SCHOOLS
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into on April 18, 2016, by and between the **CONCORD COMMUNITY SCHOOLS, JACKSON COUNTY** herein called the “District”, and **Dan Funston**, herein called the “Superintendent”.

WITNESSETH: The District agrees to employ Dan Funston as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement:

1. **TERM:** The term of said employment shall be for the period from July 1, 2016 to and including June 30, 2019 (the “term”). The Board, in its sole discretion and with or without cause, may decline to extend this Agreement for an additional year.
2. **QUALIFICATIONS AND DUTIES:** During the term and any extension or renewal thereof, Superintendent agrees to:
 - (a) Serve the District as its Superintendent of schools and perform the duties required by law;
 - (b) Obey, fulfill, and implement the policies of the Board of Education of the District;
 - (c) Carry out or cause to be carried out the educational program and policies of the District as the chief operating officer;
 - (d) Keep the Board of Education cognizant of information, which may be of importance to its members;
 - (e) Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
 - (f) Promote good community relations;
 - (g) Prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
 - (h) Represent the District in dealing with other organizations, school staff, the public, and news media;
 - (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
 - (j) Devote his full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by

the Board of Education of the District in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional duties and obligations, provided the President of the Board of Education approves such activities).

3. **CERTIFICATION AND QUALIFICATION:** Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including, but not limited to, the regulations of the Department of Education, North Central Association and those required by the Board to serve in the position of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall, at the option of the Board, terminate and the Board shall have no further obligations hereunder.

4. **COMPENSATION:**

(a) **Base Compensation:** For his services as Superintendent of Schools, the District agrees to pay the Superintendent a salary of one hundred, two thousand, (\$102,000) dollars annually, July 1, 2016 and payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible through the 2016-17 school year. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

(b) **Performance-based Compensation:** The superintendent may be awarded up to five hundred (\$500) Dollars annually at the conclusion of each year of this agreement for successful attainment, as determined by the board, of annual goals to be mutually established by the Superintendent and the Board.

5. **FRINGE BENEFITS:** The Board further agrees to provide the following benefits to the Superintendent:

(a) **Medical Examination:** The District agrees to reimburse Superintendent for the cost of an annual medical examination to the extent not covered by health insurance from a physician selected by Superintendent.

6. **INSURANCE BENEFITS:** For his services as Superintendent of Schools, the District shall also, at its expense, provide Superintendent with the following:

PAK A

- MESSA Choices
- \$20 Office Visit (per visit) \$25 Urgent Care (per visit) \$50 Emergency Room (per visit)
- \$10/20 – RX
- Deductible –
In Network-\$500 for single coverage
\$1000 for full family
Out of Network-\$1000 for single coverage
\$2000 for full family coverage
- \$30,000 Life insurance with AD&D

Estimated employee's contribution for the 2016-17 year is \$273.16 per month.
Rate for 2017-18 will be recalculated at that time.

OR

PAK B

- \$320 per month in tax annuity
- Vision, VSP II
- \$35,000 life insurance with AD&D coverage
- Long term disability insurance
(66 ⅓% \$7000 monthly max, 90 calendar day modified fill)
- Delta Dental Insurance

7. **SICK LEAVE, VACATION AND OTHER LEAVES OF ABSENCE:** The Superintendent shall be afforded the following sick leave, vacation and other leaves of absence: All leave time in sections 7a, 7b, and 7d shall be pro-rated if the superintendent separates from the district prior to the end of the school fiscal year (June 30th).

- (a) Twelve (12) days of paid sick leave per year. Superintendent may use sick leave days for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren, and parents of the Superintendent and spouse).
- (b) Paid funeral leave of not more than five (5) days per year to attend the funeral of a member of the Superintendent's immediate family as defined above.
- (c) Paid jury leave, provided all jury fees are paid to the school district.
- (d) Three (3) days per year for professional or personal business, with no right to accumulate.
- (e) The Superintendent shall be entitled to twenty five (25) working days of paid vacation, exclusive of legal holidays observed by the District, during each year of this Agreement.

Such vacation period shall be selected during periods of time least disruptive to the operations of the District. The Superintendent shall take at least twenty (20) days vacation per year and shall not carry forward more than five (5) days from one year to the next. In the event of severance from the District, the Board agrees to pay the Superintendent for any unused vacation time not to exceed ten (10) days at the per diem rate at the time of severance, provided that if his severance occurs before the end of a year of the term, vacation days for that year shall be prorated based on actual time worked.

8. **AUTOMOBILE EXPENSE OR ALLOWANCE:** Superintendent shall use his own personal automobile for school purposes and shall receive mileage reimbursement at the IRS mileage rate from the district.
 9. **BUSINESS EXPENSE:** Actual and reasonable expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education shall be reimbursed upon submission of receipts and reports of expenditures. All such expenses shall be reviewed by the Board of Education during its monthly bill review.
 10. **PROFESSIONAL MEETINGS AND AFFILIATIONS:** The District will pay the Superintendent's dues for membership in the following professional organizations:
 - The Michigan Association of School Administrators
- The Superintendent may attend professional educational meetings at the local and state levels, with the actual and reasonable expense of such attendance to be paid by the District as approved by the board of education.
11. **EVALUATION:** The Board of Education shall evaluate the Superintendent in writing before the end of each year of the term of this Agreement. As a part of such evaluation, the Board shall consider an extension of the term of this Agreement. The evaluation shall be presented to, and discussed with, the Superintendent by a committee appointed by the president of the Board of Education. On or before its regular March Board meeting of each year of the Agreement, the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year-student achievement.
 12. **NOTICE:** The Superintendent shall give the District at least ninety (90) days notice in writing of the Superintendent's intention to terminate this Agreement. This contract is a mutually

agreeable “three year” contract with no guarantee of expectation of an “extension”. Further, the Board reserves the right to terminate this agreement with at least ninety (90) days notice.

13. **TENURE:** Continuing tenure of Superintendent in any administrative or supervisory capacity is hereby specifically withheld.
14. **RESIDENCE:** On or before September 1, 2016, the Superintendent shall establish and maintain his residence within a twenty (20) mile distance of the District’s nearest boundary during the term of this agreement, including any renewals or extensions.
15. **TERMINATION FOR CAUSE:** This Agreement may be terminated at any time for just cause by either the Superintendent or the District. Just cause includes, but is not limited to, the failure of either party to perform the duties or satisfy the obligations as set forth. Superintendent shall have the right to written charges, notice of hearing, and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing, he shall assume the cost of his legal expenses.
16. **ARBITRATION AND GOVERNING LAW:**
 - (a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.
 - (b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement, may be granted for any violation of this Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
 - (c) The scope of the arbitrator’s authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.
17. **AMENDMENT:** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted, and executed by the parties.

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

**CONCORD COMMUNITY SCHOOLS
JACKSON COUNTY, MICHIGAN**

Superintendent

By: _____
President, Board of Education

Date: _____

Date: _____