

TAHQUAMENON AREA SCHOOLS

SUPERINTENDENT/ELEMENTARY PRINCIPAL CONTRACT OF EMPLOYMENT

THIS CONTRACT, made and entered into in the County of Luce, State of Michigan, on this 30 day of June, 2017, by and between the Tahquamenon Area Schools, a general powers school district (hereinafter the "School District") and Stacy Price (hereinafter the "Superintendent"). This Contract shall supersede and supplant all other and former contract(s) or other agreements between the parties pertaining to the employment of the Superintendent.

IT IS AGREED: *Term*. The School District, hereby employs the Superintendent, and the Superintendent agrees to work for the School District, for a three (3) year term commencing on July 1, 2017 and ending on June 30, 2020, subject to all covenants and conditions of this Contract. It is understood and agreed that Superintendent is employed in the capacity of Superintendent, within the meaning of the Michigan Revised School Code, and subject to the provisions of this Contract. Superintendent also will fulfill the duties of Elementary Principal for the duration of this contract unless those duties are modified by the Board of Education

1. *Duties*. The Superintendent shall be the chief executive officer of the School District and perform the duties of Superintendent as directed by the Board of Education, and as set forth within this Contract, any applicable policies of the School District, and as required by the laws of the State of Michigan. The Superintendent agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board of Education of the School District and to carry out its programs and policies during the entire term of this Contract. The Superintendent shall also be the lead administrator for Newberry Elementary School during the term of this contract unless modified by the Board of Education.

2. *Compensation*.

a *Salary*. During the period of this Contract, the School District agrees to pay the Superintendent the following salary:

1. The salary for the 2017-2018 school fiscal year (July 1, 2017 through June 30, 2018) shall be ninety - one thousand Dollars (\$91,000.00).

2. The salary for the 2018-2019 school fiscal year (July 1, 2016 through June 30, 2017) and the salary for the 2019-2020 school fiscal year (July 1, 2019 through June 30, 2020) shall be subject to determination by the Board of Education, but shall not be less than that salary pertaining to the 2017-2018 school fiscal year, excepting any across-the-board salary reduction pertaining to all administrators.

3. A significant factor in determining compensation and additional

compensation shall be the job performance of the Superintendent pursuant to Section 1250 of the Revised School Code.

4. The salary to be paid the Superintendent, should she work less than a full school fiscal year, shall be that pro rata portion of the full school fiscal year that the Superintendent actually renders service.

The annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other administrative personnel employed by the School District. The School District shall be authorized to make such payroll deductions as shall be required by law or authorized by the Superintendent. The School District shall also make all employer contributions required by law to be made to the Michigan Public School Employees Retirement System regarding and on behalf of the Superintendent.

3. **Work Year.** The Superintendent shall perform the duties over the full fifty-two (52) weeks of the school fiscal year, less applicable vacation, leave, and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and, if requested, its committees, and to attend and participate in School District functions and, on occasion, other civic activities having relation to the School District's interests within the School District community. The time expended in attending such meetings and activities has been taken into account in setting the Superintendent's compensation and thus no additional compensation shall be forthcoming for such attendance.

4. **Board Meetings.** The Superintendent shall prepare the agenda for each Board of Education meeting in consultation with the President of the Board or the President's delegate and forward same to each member of the Board of Education, along with her recommendations and supporting documentation on each agenda item, sufficiently in advance of the meeting so that each member can assimilate such information prior to the meeting.

5. **Tenure.** It is expressly agreed that the Superintendent shall not be deemed to be granted or to otherwise acquire continuing tenure in the capacity as Superintendent or in any administrative/ non classroom teaching capacity by virtue of this Contract of employment or any other circumstances.

6. **Performance Evaluation.** The Board of Education shall evaluate the performance of the Superintendent, in writing, no later than March 30 of each year of this Contract. Performance evaluation shall include, but be not necessarily limited to, a consideration of the Superintendent's performance upon the evaluation form criteria and progress/achievement regarding School District Goals and Focused Goals, as established by the Board of Education in consultation with the Superintendent. Evaluation shall be in full compliance with Sections 1249b and 1250 of the Revised School Code. Using the evaluation form, and the School District

Goals and Focused Goals, approved by the Board of Education, the Superintendent, prior to the annual evaluation, shall provide the Board of Education a written self-appraisal of her performance and accomplishments. The Board of Education and the Superintendent shall meet, prior to issuance of the annual written performance evaluation for the purposes of mutual discussion of the performance of the School District and the Superintendent, including discussion of the Superintendent's self-appraisal, recommendations and observations as to how performance may be continuously improved.

7. ***Certification and Continuing Education.*** The Superintendent shall fulfill all applicable certification and continuing education requirements promulgated by the State Board of Education and the Department of Education pursuant to the Revised School Code and any other statute or regulation.

8. ***Conflict of Interest.*** The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this Contract and will fully comply with any laws, regulations, and Board of Education policies relating to conflict of interest. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

9. ***Other Work.*** The Superintendent may undertake speaking engagements, writing, lecturing or other professional duties and obligations when such activities do not in any manner impinge upon the time and effort required to be exerted by the Superintendent in the discharge of the Superintendent's responsibilities under this Contract. Any such activity shall be discussed by the Superintendent and the President of the Board of Education, and where possible, agreed upon.

10. ***Professional Growth.*** The Board of Education expects the Superintendent to continue her professional development and expects her to participate in relevant learning experiences. The Board of Education further expects the Superintendent to attend appropriate professional meetings at the local, state and national level, including appropriate out-of-state meetings. The Superintendent shall submit requests for such activities to the Board of Education President for prior approval. The Board of Education shall reimburse the Superintendent for all normal and reasonable expenses in connection with such professional development and meeting attendance. Such reimbursement payments shall be made in accordance with the terms of applicable Board of Education policies, regulations and procedures then in effect concerning the same as the established or amended for time-to-time.

11. ***Membership Dues.*** Subject to the Board of Education's prior approval, the

School District shall pay the cost of the Superintendent's membership in educational, professional and local civic organizations. The Superintendent shall submit a list of all such organizations, and the cost of each, to the President of the Board of Education prior to the month of September of each year. Membership requests after September should be discussed with the President prior to the date of joining.

12. **Vacation.** The Superintendent shall receive twenty-five (25) work days of vacation per calendar year, exclusive of holidays, which shall accrue on July 1 of each year. Days hereby allocated for vacation shall accrue to a maximum of fifty (50) days. Vacation days shall be taken at the Superintendent's discretion, but upon prior notice of scheduling same made to the President of the Board of Education. Also, any vacation period in excess of five (5) consecutive work days is subject to prior approval of the Board of Education President.

13. **Other Benefits.** The Superintendent shall receive the same liability, medical, hospital, dental, vision, disability, retirement incentive, severance pay, longevity pay, Family Medical Medical Act, life insurance, and other benefits provided other administrators in the School District. The School District reserves the right to modify or change any such benefits from time to time by resolution of the Board of Education, in which event any such action shall modify or change the benefits provided to the Superintendent hereunder. The Superintendent shall be allotted thirteen (13) sick days and four (4) personal days per year. The usage of these days are subject to the same standards provided other administrators in the School District.

14. **Disability.** Should Superintendent be unable to perform the duties and obligations of this Contract by reason of illness, accident or other causes, and such disability exists for a period of more than one hundred eighty (180) calendar days, the Board of Education, at its option, may terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. Likewise, if it becomes determinable within the one hundred eighty (180) calendar days that such disability is permanent, irreparable or of such nature as to make the continued performance of Superintendent's duties improbable, the Board, at its option, may forthwith terminate this Contract, whereupon the respective rights, duties and obligations of the parties shall thereby terminate. This provision shall not in any way derogate from any long term disability benefits that apply by operation of other provisions of this Contract.

15. **Retirement.** The School District shall assume full costs of the employer contributions to the Michigan Public School Employees Retirement System ("MPERS") on behalf of Superintendent, as may be required by law. Has the same Severance Benefits and Retirement Incentive per Article XIV of the TAEA Master Agreement.

16. **Mid-Term Termination of Contract.** In addition to any other rights the School District may have by law or under this Contract, this Contract may be terminated at any time during its term by the School District for reasons that are not arbitrary or capricious including,

but not limited to, acts of unprofessional conduct, gross insubordination, moral turpitude, misconduct, or if the Superintendent violates any of the terms or covenants of this Contract. In such event, the Superintendent shall be advised, in advance, of the grounds for proposed termination of the Contract and provided an opportunity for a meeting with the Board of Education or its designee in regard to the prospect of such termination. In the event the Superintendent elects to contest the Board of Education's disposition in regard to such termination, the Superintendent shall have the right, to the exclusion of any other rights or remedies otherwise available to the Superintendent at common law or by statute, to request arbitration per Paragraph 22 of this Contract.

17. ***Extension and Non-Renewal of Contract.*** The Board shall review this contract with the Superintendent annually, and shall, on or before the first day of April of each ensuing year, take official action determining whether or not it is extended for an additional year. If no action is taken by the Board, the contract will be deemed to have been extended for an additional year.

In the event the Board of Education decides not to renew this Contract, the Superintendent shall be provided such notice and process as is required by Section 1229 of the Revised School Code. Consistent with the terms of this Contract, the Superintendent acknowledges that he has no expectation of employment by the School District beyond the expiration date established in this Contract. The decision whether to renew or not to renew the contractual relationship is solely that of the Board of Education for the School District.

18. ***Arbitration.*** Any claim of violation of this Contract or any claim arising from or relating to the Superintendent's employment, or termination thereof, including but not limited to, any claim arising under State or Federal civil rights statutes, other statutes, State or Federal constitutions or common law, must be brought and exclusively adjudicated within the arbitration forum and pursuant to the American Arbitration Association National Rules for the Resolution of Employment Disputes (or if superseded by the rules then applicable). The parties acknowledge that this agreement to submit claims to arbitration is authorized by the Michigan Arbitration Act, 2012 Public Act 371, MCL 691.1681 et seq. and constitutes a clear and knowing waiver of the right to adjudicate employment related, and other, claims, including discrimination claims, in a court of law. The courts of the State of Michigan shall have jurisdiction to enforce this arbitration agreement and to render judgment on an award entered pursuant thereto.

19. ***Indemnification.*** The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgment, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of her employment while ~~he~~/she is/was Superintendent, to the extent permitted by law. The School District may purchase liability insurance to satisfy all, or any portion of, this indemnification.

School District, acting through a majority vote and resolution, has any authority whatsoever to add to, expand upon, restrict or in any manner modify said expectations and provisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year above written.



Brian Rahilly
President, Board of Education



Stacy Price
Superintendent

Dated: 5-19-2017

Dated: 5-19-2017

**TAHQUAMENON AREA SCHOOLS
SUPERINTENDENT CONTRACT OF EMPLOYMENT**

This contract is made on the 15th day of August, 2016, between the TAHQUAMENON AREA SCHOOL DISTRICT BOARD OF EDUCATION ("Board") and **Stacy Price** ("Superintendent/Elementary Principal/Title I Coordinator")

1. Contract Period: The Board agrees to employ the above named individual as the Superintendent/Elementary Principal/Title I Coordinator of the Tahquamenon Area Schools for the term commencing August 16, 2016, and terminating June 30, 2017. The Superintendent/Elementary Principal shall be employed for a period of 260 days each fiscal year.
2. Qualifications/Assignment: The employee represents that she holds and will continue to hold all certificates and credentials required by law, including Sections 1246 and 1536 of the Revised Schools code or board policy for the position of Superintendent. This contract shall terminate if any such certification or qualifications lapse, expire or are suspended or revoked. Superintendent is subject to assignment and/or transfer to another position at the discretion of the Board.
3. Employment Duties: Superintendent shall comply with all applicable requirements and provisions of the Revised School Code, or any other law, rule or regulation, and of all rules, regulations, policies or directives of the Board and Superintendent shall conscientiously perform all duties and responsibilities of her assignment(s), as prescribed by law and the Board.

The Board, individually and collectively, shall refer criticisms, complaints and suggestions called to its attention about District operations and personnel to the Superintendent for study and recommendation where appropriate.

4. Non-Tenure: The Superintendent shall not gain tenure in any administrative position or capacity.
5. Compensation: The District agrees to pay the Superintendent/Elementary Principal/Title I Coordinator the sum of **\$87,500** Dollars as annual salary for the 2016/2017 school year. Said sum shall be prorated and paid in 23 equal installments from August 19, 2016 to June 30, 2017, with payments to be made every two weeks
6. Other Benefits or Provisions: Leave privileges, insurance and fringe benefits shall be as follows:
 - (a) a) MESSA PAK Plans: PAK A: MESSA ABC Plan 1 with \$1300/\$2600 Deductible Health Insurance, Delta Dental, Neg. Life of \$20,000 AD/D, Vision; or
PAK B: LTD, Delta Dental, Neg. Life of \$20,000 AD/D, Vision, plus \$6000.00 per year for options and/or tax deferred annuities if Classified Employees spouse insurance is outside of district,
MESSA ABC Plan 1 - Employer shall fund 80% of the annual plan deductible into the employee's "Health Equity" health savings account. Employer will pay 80% of monthly premium; employee will pay 20% of monthly premium
 - (b) 13 sick days per year;
 - (c) 4 business days per year;
 - (d) Accumulated sick time retirement benefit not to exceed \$35,000.00
 - (e) Other fringes granted to the teaching staff.
 - (f) Vacation: Twenty-Five (25) days vacation annually. Unused vacation time shall accrue to a maximum of fifty (50) days. The Board shall be notified prior to vacations longer than five (5) days, except during in school breaks.

7. Contract Termination: Superintendent is expressly prohibited from engaging in any conduct involving moral turpitude, misconduct, dishonesty, insubordination or material breaches of this Contract and the Board may terminate this Contract in the event of such conduct. Furthermore, this Contract is subject to termination by the

Board at any time for other just and reasonable cause. These standards shall not be applicable to non-renewal of this contract pursuant to Section 1229 of the Revised School Code which shall be discretionary with the Board.

8. Evaluation: Superintendent/Elementary Principal/Title I Coordinator's performance shall be evaluated by the Board in the manner required by Board Policy and Section 1249 of the Revised School Code (or successor provision).


9. Errors and Omissions Coverage: The Board will pay for errors and omissions insurance for the Superintendent applicable while engaged in the performance of governmental functions and acting within the scope of the Superintendent's authority. Where such coverage is not applicable, the Board agrees to consider providing legal defense and/or indemnification to Superintendent pursuant to MCL 691.1408 and MCL 380.11a(3)(d).

10. Professional Development: The Board encourages the continuing professional growth of the Superintendent/Elementary Principal/Title I Coordinator through her participation in relevant professional meetings and activities at the local, state and national level, and as her and the Board President might decide in light of her responsibilities and Superintendent,

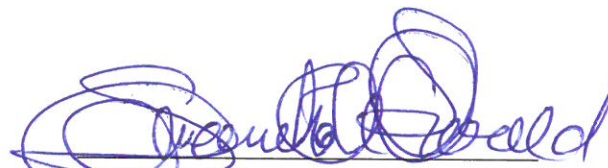
11. Entire Agreement: This Contract represents the entire agreement between the parties and supersedes any and all previous agreements between them.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as of the day and year written in the opening paragraph.

**BOARD OF EDUCATION
TAHQAMENON AREA SCHOOLS**


STACY PRICE
Superintendent/Elementary Principal/
Title I Coordinator


Board President


Board Secretary

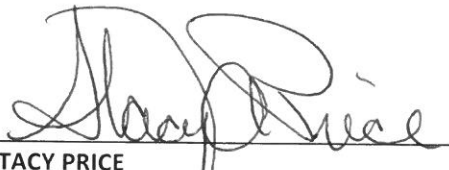
TAHQAMENON AREA SCHOOLS
SUPERINTENDENT/ELEMENTARY PRINCIPAL
2019/2020 Salary Addendum

THIS ADDENDUM, entered into this 1st day of July, 2019, between the **Board of Education of the Tahquamenon Area Schools**, hereinafter called the "Board" and **Stacy Price**, hereinafter called the "Superintendent/Elementary Principal";

WITNESSETH:


1. The District agrees to pay the Secondary Principal the sum of **\$95,828.41** Dollars as annual salary for the 2019/2020 fiscal year. Said sum shall be paid with the first payment to be made on or about July 10, 2019, with subsequent payments to be made every two weeks thereafter.
2. All duties and benefits continue as per 2017-2020 contract already in place.

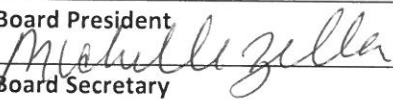
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of July, 2019.



STACY PRICE
Superintendent/Elementary Principal

BOARD OF EDUCATION
TAHQAMENON AREA SCHOOLS



Board President


Board Secretary