

**ENGADINE CONSOLIDATED SCHOOLS
INDIVIDUAL ADMINISTRATIVE CONTRACT OF EMPLOYMENT**

This agreement is made by and between the Board of Education of the Engadine Consolidated Schools, hereinafter called the "Board" and Angeline N. McArthur, hereinafter called the "Administrator" on this the 8th day of June, 2016.

DUTIES

The Superintendent agrees, to faithfully perform her duties and obligations for a period of fifty-two (52) weeks per year, in such capacity for 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 adopted. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

TERM

The Board agrees to employ Angeline N. McArthur as Superintendent/K12 Principal of its schools for the term of Two (2) years from the 1st day of July, 2016 to and including, the 30th day of June 2018.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31st of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

EVALUATION

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

TENURE

It is mutually understood and agreed that this contract does not confer tenure upon the Administrator in the above position.

PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify 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 and excluding criminal litigation.

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. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state levels with 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.

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 MASA Region in which the School District is located, as well as other appropriated affiliations as approved.

MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

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 \$84,058 for the Superintendent annually. 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.

FRINGE BENEFITS

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

\$6,000 cash-in-lieu of health insurance annually or health insurance.

Dental, vision and long-term disability insurance provided other professional employees.

Thirteen (13) sick days per year, the unused portion of which shall accumulate from year to year to a maximum of 180 days. All sick leave days up to 180 accumulative will be carried over from previous administrative position.

Four (4) weeks of vacation days (20 days) per year at a time that is mutually agreeable to both parties.

A maximum of Three (3) days to be deducted from sick leave shall be allowed for personal business. They may not be used as vacation days.

Five (5) days may be granted for a death in the Immediate Family, to be deducted from sick leave.

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 shall 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.

DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to the Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation, however, each to be responsible for their own representation.

~~PROFESSIONAL GROWTH~~

~~The District shall reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic courses.~~

ADMINISTRATOR TERMINATION

The Administrator may terminate this contract by delivering to the Secretary of the Board a written notice of election to terminate at least sixty (60) days prior to any anniversary date of this contract.

PAYMENT FOR UNUSED SICK LEAVE

On termination of employment by retirement, one-half of the accumulated sick leave up to \$4,000.00 shall be paid at the rate equal to the Superintendent's current pay. To receive payment the Superintendent must have ten (10) years of service in the Engadine Consolidated Schools, and be eligible to receive benefits from the Michigan Public School Employees Retirement Fund.

In case of death, any unused sick leave up to \$4,000.00 shall be paid at the rate equal to the Superintendent's current pay, in a lump sum to the survivor named.

LAYOFF


The Administrator may be laid off or terminated from her position in any necessary reduction of certificated District personnel. The Administrator shall remain in the employ of the District as long as her years of certificated service are greater than those of any other certificated employee of equal or lesser status.

If after the application of the above provision the Administrator is laid off, she shall have recall rights equal to her length of service with the District.


BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF ENGADINE CONSOLIDATED SCHOOLS, MACKINAC COUNTY, MICHIGAN



President



Secretary



Administrator