CONTRACT OF EMPLOYMENT
Between
Frank Johnson
And
PECK COMMUNITY SCHOOLS

This Agreement is entered into on the 1st day of July, 2016, by and between Frank Johnson (hereinafter referred to as "Superintendent") and the Peck Community Schools of Sanilac County, Michigan (hereinafter referred to as the "School District").

Whereas, the parties are mutually agreeable to entering into this contract for the employment of Frank Johnson as Interim Superintendent of Schools.

It Is Agreed As Follows:

1. **Length of Contract:** The School District agrees to employ Frank Johnson as Part-Time Superintendent for a term of one (1) year commencing on the 1st day of July, 2016, and continuing through the 30th day of June 2017. This contract will be extended only by mutual agreement of both parties.

2. **Work Year:** Said Administrator shall work the equivalent of 40% of an Administrative work year, which consists of 220 work days. The number of days worked or hours per day will be flexible and determined by said Administrator, and subject to Board approval to fulfill the 40% (88 full days) requirement.

3. **Salary:** The School District agrees to pay the Administrator the following salary beginning on July 1, 2016, of Thirty Thousand Dollars ($30,000.00). The Administrator's salary shall be paid in equal installments.

   The Superintendent may work extra days, if necessary, at a per diem rate of $15,000/44, ($341) per day with approval of the Board of Education.

   This contract may be renewed at the Board's discretion.

4. **Automobile Expenses:** The Administrator will be reimbursed for mileage at the current IRS rate for school business only. It will be the responsibility of the Administrator to maintain a log of miles traveled and the purposes.

5. **Holidays:** The Superintendent shall not be required to work on the following ten (10) holidays. Fourth of July, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, New Year's Day, Easter Day, Memorial Day.

6. **Attendance at Board of Education Meetings:** The Administrator, as Superintendent, shall, if physically able, attend all regular meetings and special meetings of the Board of Education, unless excused by the Board President or directed by the Board President not to attend, and submit at such meetings full, accurate and complete reports or records of his administration.

7. **Administrator's Duties:** The Administrator shall faithfully execute the Policies, Procedures and directives of the Board of Education, as they may be amended, from time to time. As Superintendent he will also act as an advisor to the Board of Education on matters pertaining to the school administration or to the School District, and he will promptly report to the Board of Education all facts and information that would materially affect the business of the School District. He shall fulfill all of the duties and obligations incumbent upon him as the executive head of the School District, or in such other position to which the Administrator may be assigned. The Administrator further warrants, represents and affirms: that he will perform his duties to the satisfaction of the Board of Education and that he will perform his duties in accordance with the law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District.

8. **Right to Suspend, Discharge, Promote or Transfer Employees:** The Administrator, as Superintendent, or his designee, shall recommend, in writing, as required by the Board of Education, such teachers or other employees for employment, promotion, transfers or other actions, as may be required, in his opinion, for the efficient operation of the school system. The Administrator, as Superintendent, or his designee, may suspend any employee, with or without pay, whenever such action, in his opinion, is justified and necessary, and in conjunction with and subject to Board Policy and the Michigan Teachers' Tenure Act, and he shall promptly notify the Board of Education of such action. The Administrator, as Superintendent, or his designee, is authorized to accept the resignation of employees of the School District.

9. **Exclusion of Non Classroom Tenure:** It is agreed that Frank Johnson shall not have any right of continuing tenure in any position which is defined as other than a classroom position, under the Michigan Teacher Tenure Act, or any successor statute. Tenure is not obtained in any administrative position.

10. **Reimbursement for Expenses:** The Administrator shall be reimbursed for dues in connection with appropriate professional and local civic and community organizations and shall be reimbursed for reasonable, necessary and receipted expenses incurred in attendance at appropriate educational and professional meetings at the local and state level.

11. **Evaluation:** The evaluation procedure used by the Board will be mutually agreed upon between the Board and the Administrator, including appropriate forms. A written evaluation shall be provided to the Administrator before June 30, 2017, at the Board's discretion.

    Failure to evaluate the Administrator does not constitute a breach of the contract so long as the Administrator's performance is satisfactory. If there is a breach of this contract, the Board must be notified by the Administrator immediately, but not less than 14 calendar days of the occurrence of the breach. If notice is not provided, there is no requirement for the Board to act.

12. **Early Termination of Contract for Just Cause:** This Contract may terminate prior to the expiration date by mutual agreement of the School District and Administrator or for just cause. Examples of just cause include, but are not limited to, theft, fraud, insubordination, *commission* of a crime or an act of moral

turpitude *incompetence*. If this contract is terminated prior to the expiration date, there shall be no further obligation on the part of the Board to provide or any further right of the Administrator to receive, any further compensation and/or benefits of any kind beyond the last day of employment. This contract may also be terminated in the event the Administrator is disabled from performing the essential functions of his position.

In addition, this contract can be terminated by the Board or Administrator at any time, without reason, by providing 10 days notice to the other party

13. **Indemnification of Administrator:** The Administrator shall give the Board of Education prompt notice of the nature of any claim or action against him. The Board of Education shall have the right to conduct the defense of any such claim and the Administrator shall fully cooperate with the Board of Education in the defense. The Administrator may, at his own cost and expense, employ counsel to assist in such defense. Should a judgment for damages be awarded against said Administrator as a result of a civil action for personal injuries or property caused by said Administrator while in the course of his employment and while acting within the scope of his authority, the Board may indemnify said Administrator or pay, settle or compromise the judgment pursuant to and consistent with Section 8 of Michigan's governmental immunity law, MCL 691.1401, *et seq.*

14. **Amendment of Contract:** This Contract may be amended only in writing signed by the Administrator and the Board of Education representatives who have been given express authority by the Board of Education. This provision cannot be waived. This written employment contract contains the entire agreement and understanding between the Board and the Administrator.

Signature Page

Superintendent   Peck Community Schools
Peck Community Schools   Board of Education

_____   _____
Frank Johnson, Interim Superintendent   Terrence Gallagher, President

Dated:_____   Dated:_____

                                                           _____
                                                           Shane Welch, Vice-President

                                                           Dated:_____

                                                           _____
                                                           Trustee