

EMPLOYMENT CONTRACT

THIS CONTRACT OF EMPLOYMENT (subsequently referred to as “Contract” or “Agreement”) is by and between the Morrice Area Schools Board of Education (“Board of Education”, “Board” or “School District”) and Scott Williams (“Administrator”).

1. **TERM.** The Administrator is employed to serve as Superintendent and Jr.-Sr. High School Principal, or to such other position to which he may be assigned by the Board of Education, for a three year period, July 1, 2016 through June 30, 2019.
 - A. Unless the Board of Education gives written notice to the Administrator at least 90 days prior to the termination date of this Agreement that the Board has nonrenewed his employment contract as Superintendent, as more particularly set forth in MCL 380.1229(1), the Administrator’s employment as Superintendent shall be renewed for an additional one year period, subject to all of the covenants and conditions of this Agreement during such extended term.
 - B. Unless the Board of Education takes appropriate action and gives written notices to the Administrator, consistent with Section 1229 (2), (3) of the revised School Code, that the Board is considering nonrenewal of, and has nonrenewed his employment contract as Jr.-Sr. High School Principal, then the Administrator’s employment as Jr.-Sr. High School Principal shall be renewed for an additional one year period, subject to all of the covenants and conditions of this Agreement during such extended term. Several Board meetings and several notices to the Administrator regarding Board action are required by Section 1229(2), (3) of the revised School Code. Written notice of nonrenewal must be provided to the Administrator not less than 60 calendar days before the termination date of this Agreement.
2. **TENURE DENIED.** The Administrator agrees that he shall not be granted continuing tenure in any of the positions specified in this Contract or in any other administrative position to which he is assigned.
3. **DUTIES.** The Administrator agrees to serve the Board, to faithfully perform the duties established by the Board of Education, to comply with the rules, regulations and policies as established by the Board, from time to time, and to carry out the educational programs of the Board during the entire term of this Agreement.
4. **BOARD MEETINGS.** The Administrator shall attend each meeting of the Board of Education, unless specifically excused by the Board President.
5. **EVALUATION.** Consistent with Section 1249 of the Revised School Code, the Administrator shall be formally evaluated by the Board in each school year of the contract term no later than March. The Administrator and the Board President shall meet to review the Administrator’s written performance evaluation prior to a meeting with the Board (by March 31) during which the Board President shall provide a summary evaluation of the evaluation. The evaluation shall be timely, based on the

Administrator's job performance and accomplishments, consider student growth data as a significant factor in evaluating job performance and provide constructive feedback. The evaluation shall include recommendations and observations on how such performance may be continually improved.

6. **COMPENSATION.**

- A. The Board agrees to pay the Administrator a salary at an annual rate of One Hundred Seven Thousand Five Hundred Dollars (\$107,500) for the period July 1, 2016, through June 30, 2017, in biweekly installments. This rate reflects \$80,000 for Jr.-Sr. High School Principal duties and \$27,500 for Superintendent duties. The salary for the subsequent year(s) of the Contract will be negotiated by the Board and the Administrator following the completion of the evaluation process for the 2016-2017 contract year (or the preceding contract year, as applicable).
- B. The evaluation process shall be completed pursuant to No. 5, Evaluation, above.
- C. The Administrator shall be paid a longevity bonus of 2% base pay (Section 6.A) at the beginning of the fourth year and each subsequent year of continuous employment as an administrator in the School District provided that an "effective" rating is achieved on the previous year's formal evaluation.
- D. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. No salary increase may be retroactive. Any adjustment in salary which is made during the duration of this Contract shall be in the form of an amendment and shall become part of this Contract, but it shall not be considered that the Board has entered into a new contract with the Administrator or that the Contract termination date has been extended. However, this shall not preclude the Administrator and the Board from mutually agreeing to an extension of the existing Contract. Should the Administrator be reassigned, he will receive the salary and benefits of the position to which he is reassigned in accordance with Part A of this Section.

7. **CERTIFICATION.** The Administrator represents that he holds all certification and credentials required by law, rules and regulations. The Administrator shall furnish and maintain for the duration of this Contract in central administrative offices of the School District evidence that he satisfies the requirements, e.g., for continuing education, of state and federal laws, rules and regulations for holding the position of school district Superintendent and the position of Jr.-Sr. High School Principal, or for such other position to which he is assigned by the Board. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.

8. **HOLIDAYS.**

A. The administrator will receive the following paid holidays:

Memorial Day	Good Friday	July 4
Labor Day	New Year's Eve	New Year's Day
Thanksgiving Day + the day after	Christmas Eve	Christmas Day

B. If July 4 falls on a Tuesday, the previous Monday shall be a holiday, while if July 4 falls on a Thursday, the subsequent Friday shall be a holiday.

C. In the event a holiday falls on a weekend, the Administrator may take the holiday as either an additional vacation day or on the Monday immediately following the weekend. He shall advise the administrative assistant in the central office of his election.

9. **WORK YEAR.** The Administrator will actively work July 1st through June 30. While the Administrator may use vacation days during various breaks, e.g., Christmas – New Year, the Administrator is expected to work on days which are neither a holiday (e.g., Christmas) nor days he elects to take as a vacation day.

10. **FRINGE BENEFITS.** The District agrees to grant the Administrator the following fringe benefits:

A. **Paid time off.**

1. Sick Days. The Administrator shall be granted twelve (12) days of sick leave per year cumulative to ninety (90) days. The Board agrees to compensate the Administrator at the rate of \$25 per day (up to a maximum of 50 days) for unused sick leave days accumulated at the time of the Administrator leaves the employment of this district after serving five years in this or another administrative position(s). Payment will be made by the School District within twenty-one (21) calendar days from the Administrator's last day of employment with the School District.

2. Personal Days. The Administrator shall be granted two (2) days of personal leave time per year not to be charged against sick leave days. Unused personal leave days do not accumulate and are not compensated upon termination of employment with the School District.

3. Vacation Days.

i. The Administrator shall be granted twenty (20) vacation days per year to be used in whole in half day increments as mutually agreed upon between the Administrator and the Board President.

- ii. In the event the Administrator wants to take less than three (3) vacation days at one time, notice need not be given to the Board President. Any use by the Administrator of three (3) or more vacation days at a single time shall require prior notification to the Board President. The Administrator, however, must provide prior notice to both the building principal and to the administrative assistant in the central office should he elect to take such vacation day(s).
 - iii. The Administrator will not schedule his vacation during a time when his presence and leadership are critical to the School District as determined by the Board President.
 - iv. Unused vacation days do not accumulate and are not compensated upon termination of employment with the School District.
4. Bereavement Days. Five (5) days are allowed for the funeral of a spouse, child/step-child, or parent of the Administrator. Three (3) days are allowed for a funeral of other close family members (siblings, parent-in-law). One day is allowed for the funeral of a distant relative or friend per year. Bereavement days do not count against sick leave days or vacation days. If additional days are needed they may be taken with the approval of the Board, but will be charged against accumulated sick days.

B. Health Insurance. The Administrator may choose “1” or “2” below:

1. A health insurance plan, dental insurance and vision insurance (each with deductibles and coverage as contracted with specific insurance companies) offered by the School District; or
2. To receive \$5,000 yearly in lieu of electing the benefit in item 1.

If option 1 is selected, the Administrator will be required to make a premium contribution required by the Board (currently an 80-20% ratio pursuant to 2011 P.A. 152, the Publicly Funded Health Insurance Contribution Act). However, insurance coverage is subject at all times to the terms and conditions, rules and regulations, including eligibility, of the policy and carrier.

It is the Board’s intention to offer an option to School District administrators, including the Administrator, of an annual contribution to a health savings account (“HSA”) designated by each administrator for that administrator’s own use. If offered to any School District administrator, as an option or otherwise, the annual HAS contribution will also be made available to the Administrator. The annual contribution by the School District for each administrator, including the Administrator, shall be not less than \$1,000, nor more than \$3,500. Payment of an

HAS contribution is subject at all times to the terms, conditions and rules, including eligibility, of the policy and carrier, as well as to federal regulations covering HSAs.


- C. **Long Term Life Insurance.** The Administrator shall be provided with a \$200,000 term life insurance policy offered by the School District. However, coverage is subject at all times to the terms and conditions, rules and regulations, including eligibility, of the policy and carrier.
- D. **Short Term Disability Insurance.** The Administrator shall be provided a short-term disability insurance policy which provides such insurance of up to \$700 per week. However, coverage is subject at all times to the terms and conditions, rules and regulations, including eligibility, of the policy and carrier.
- E. **Long Term Disability Insurance.** The Administrator shall be provided a long-term disability insurance policy which provides such insurance at 60% of the Administrator's regular salary rate established pursuant to No. 6.A., above. However, coverage is subject at all times to the terms and conditions, rules and regulations, including eligibility, of the policy and carrier.
- F. **Professional Membership.** The Administrator shall have paid membership in MASSP and MASA and shall attend appropriate professional meetings at the regional and state level. Reimbursement for reasonable, actual and necessary expenses (except mileage) shall be in accordance with Board policy on job-related expenses. Time away from the School District and/or duties and responsibilities of his position shall be limited and reasonable as determined by the Board. This Contract does not authorize attendance at national meetings as separate, advance Board approval is required.
- G. **Technology Allowance.** The Administrator shall receive a monthly allowance of Fifty Dollars (\$50.00) for cellular phone service and/or technology expenses.
- H. **Tuition Reimbursement.**
 - 1. The Administrator may receive reimbursement for one 3-credit course (at Michigan State University's credit-hour rate) per School District fiscal year. The course must be directly related to the Administrator's responsibilities with the School District.
 - 2. In order for reimbursement to be made for a class, the class must have been completed by the Administrator and a satisfactory grade obtained as evidenced by a college transcript. Reimbursement rate shall be as follows:
 - i. 3.5 or higher: 100% reimbursement
 - ii. 3.0 - 3.49: 50% reimbursement

3. The Administrator's job duties and responsibilities shall have priority over class attendance. Time away from the School District and/or the duties and responsibilities of the Administrator shall be limited and reasonable.
- I. **Vehicle Allowance.** The School District will provide the Administrator with an annual allowance in the amount of Two Thousand Four Hundred Dollars (\$2,400) for mileage traveled in the course of his employment with the School District. The allowance will cover all mileage expenses. Payment will be made in bi-weekly installments.
11. **DISCHARGE.** In addition to this Agreement terminating upon timely notice given to the Administrator pursuant to No.1, Term, above, this Agreement may be terminated at any time for commission of an act of moral turpitude or misconduct, theft, fraud, loss of confidence in the leadership of the Administrator, insubordination, conviction of a crime (misdemeanor or felony), any material breach of the Administrator's obligations under the Agreement (such as those provided by No. 3, Duties, No. 7 Certification, above), commission of an act of unprofessional conduct under Section 1230b(8)(b) of the Revised School Code, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board after ten (10) calendar days' notice in writing. However, the Board is not required to give the Administrator an opportunity to correct any deficiencies or areas of concern. The hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.
12. **RECORDS AND CONDUCT CHECKS.** The Administrator represents and School District records reflect that the Administrator has submitted to the criminal records check and unprofessional conduct check as required by Michigan law prior to his hiring by Morrice School District.
13. **ANNUITY OPTION.** The Board, upon written request of the Administrator, shall withhold from his salary and transfer sums as he shall designate to a tax deferred annuity program of the Administrator's choosing.
14. **EXAMINATIONS.** On a biennial basis, the Administrator shall obtain a comprehensive medical examination and provide the Board President with a letter from the physician certifying that the Administrator is physically fit to perform his job duties and responsibilities. The letter of certification shall be treated as confidential information. Examination by other than a physical within a 50 mile radius of the School District must be approved in advance by the Board President. Upon request of the Board President, the Administrator shall provide the Board president with a letter from an appropriate physician selected by the Board President certifying that the Administrator is mentally fit to perform his job duties and responsibilities. (Such request may be made annually, but may not be made arbitrarily or without good and sufficient justification.) The Board shall pay the cost of any examination(s) not covered by the Administrator's health insurance.


15. **BREACH.** In the event of a breach on the part of either party to this Contract, nothing contained in the Contract shall be construed to render the obligations of either party null and void.
16. **LIABILITY PROTECTION.** The Board shall maintain a liability insurance policy (e.g., errors and omissions) with the Administrator covered as an insured, subject, however, in all respects to the rules, regulations and contractual provisions, including eligibility, of the carrier/provider.
17. **COOPERATION.** The Board and the Administrator will work together for the benefit of the School District.
18. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between the Board and the Administrator with respect to the employment of the Administrator. Accordingly, no representations, promises, contracts or understanding, written or oral, not contained in this document or its Addendums, shall be of any force or effect. All prior agreements, verbal or written, pertaining to, connected with or arising in any manner out of the employment of the Administrator by the Board, are hereby terminated and shall be of no force or effect whatsoever subsequent to the execution of this Agreement. No change or modification of the Agreement shall be valid or binding unless it is in writing and signed by the Administrator and on behalf of the Board pursuant to Board action. No valid waiver of any provision of the Agreement, at any time, shall be deemed a waiver of any other provision of this Agreement at such time or at any other time.

On behalf of **MORRICE ARE SCHOOLS**
BOARD OF EDUCATION


Dated: 5-25, 2016

By: 
 President

Dated: 5-25, 2016

By: 
 Secretary

Dated: 5-25, 2016

ADMINISTRATOR
 By: 
 Scott Williams