

Gibraltar School District Superintendent Contract

This contract is entered into on March 10, 2016, between the Board of Education of the Gibraltar School District, referred to as the "Board of Education," and Amy Conway as Superintendent, referred to as "Administrator," in this contract.

Because the Board of Education at a meeting held on March 10, 2016 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on July 1, 2016, and continue in force through June 30, 2019, subject to extension and termination as provided in Paragraphs 4 and 10.

2. **DUTIES.** The Administrator represents that she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board of Education to serve in the position assigned. The Administrator agrees, as a condition of her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law or by the Michigan Board of Education. If at any time the Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to faithfully perform those duties assigned by the Board of Education and to comply with the directives of the Board of Education with respect thereto. The Administrator further agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations, and by the Board of Education, to carry out the educational programs and policies of the School District during the entire term of this Contract. The Administrator agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and services of the School District. The Administrator 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 Administrator 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 Administrator.

3. **EVALUATION.** The Board will evaluate the Administrator's performance annually and in writing, on or before May 30th, using an evaluation instrument with multiple rating categories that takes into account data on student growth as a significant factor, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the

absence of agreement. The Board will grant a request by the Administrator to meet to discuss her written evaluation in closed session.

4. **EXTENSION.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. **Board Option.** The Board of Education, no later than May 30th of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. **Operation of Law.** The Board may choose to not renew this contract upon its expiration pursuant to Section 1229 of the Michigan School Code. Pursuant to that statute, the Board's failure to do so will renew this contract for an additional one-year period. The Administrator annually shall advise the Board of Education of this obligation during the month of February in the year in which the contract is to expire.

5. **TENURE EXCLUSION.** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. **COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of \$130,000 for the 2016-2017 school year. The salary for the 2017-2018 and 2018-2019 school years shall be agreed to by the parties. The salary shall be paid in equal installments.

7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator shall receive the Medical/Health Insurance, Dental Insurance, Long-term/Short-term Disability, Vision Insurance benefits provided by the school district to full-time, professional administrative staff contained in the Supervisor's and Administrator's Collective Bargaining Agreement (SAGSD contract) on the same basis as available to those staff members in accord with the Board of Education policy, and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

A. *Life Insurance:* The School District will provide the Administrator group life insurance protection policy of \$325,000. Optional plans for additional coverage at the Administrator's expense will be made available, subject to terms of the underwriter.

8. **OTHER BENEFITS.** The administrator is entitled to the following specific benefits:

A. Cash in Lieu of Insurance: In the event the Administrator declines the health/dental/vision insurance options she shall be entitled to annual payment of \$8,500.

B. Vacation and Holidays - The Administrator shall receive twenty-four (24) days of paid vacation annually in addition to the paid holidays noted below. In the event that the

Superintendent resigns or the contract is otherwise terminated prior to the end of the fiscal year, vacation shall be prorated. If the Administrator desires more than ten (10) consecutive work days for vacation, prior approval by the Board of Education is required. Days hereby allocated for vacation shall solely be available for use in the school year to which they are attributable and shall lapse if unused by August 31 following the end of any school year covered by this Contract. There shall be no accumulation of unused vacation days for purposes of redemption or buy-out upon termination from employment. The Administrator shall not take vacation days two weeks prior to the start of the school year and one week after the end of the school year. The paid holidays referred to above are as follows:

July 4 th	Labor Day
Thanksgiving Day	Friday Following Thanksgiving Day
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Good Friday	Monday Following Easter Sunday*
Memorial Day	*provided school is not in session

C. Leave Days: The Administrator shall be entitled to twelve (12) leave days annually to be used for illness and other personal reasons. Unused days may be accumulated up to fifty (50).

D. Jury Duty: The Board shall pay full salary and benefits for the Administrator selected for jury duty days in accordance with Board Policy net of any compensation she may receive for serving jury duty.

E. Funeral Leave: Absence required by attendance at a funeral in the immediate family shall not be construed as sick leave. Leave for funerals for the immediate family shall be allowed at full pay. Three (3) days shall be allowed if the funeral leave is for a member of the immediate family whose funeral will be held within one hundred (100) miles of the Central Office; five (5) days shall be allowed if the funeral will be held in excess of one hundred (100) miles of Central Office. Any extension beyond these time limits shall be deducted from leave days. (Immediate family includes spouse, children, parents, mother-in-law, father-in law, grandparents, grandchildren, brothers, sisters, brothers and sisters-in law, or any dependent living in the household of the Administrator.) Funerals for someone other than immediate family members shall be deducted from leave days.

F. Professional Development and Dues. Annually, the District will pay for the membership dues for two professional organizations or associations of the Administrator's choice. In addition, the Board will pay up to \$2,000 for Professional Development for the Administrator for professional coaching or tuition as determined by the Administrator. In addition, the Administrator may attend conferences in the State of Michigan as necessary and will be reimbursed for such expenses upon presentation to the Board President of an itemized and detailed accounting of such expenditures and receipts relating thereto on the form required by the District.

concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.


15. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:




Chris Theodorovich, President



Lisa Darville, Secretary

BY THE ADMINISTRATOR:



Amy Conway, Superintendent

6/30/16

Date