

Huron School District
Superintendent's Contract

This contract entered into this 26th day of September, 2011, between the Huron School District (herein identified as "School District" or "Board of Education" or "Board") and Richard P. Naughton (herein identified as "Superintendent"):

Witnessed:

1. The Board of Education hereby appoints and employs the Superintendent for a term of four years, 52 weeks each year beginning July 1, 2011 and ending June 30th, 2015. The terms of the contract are to remain unchanged, except for items renegotiated by mutual agreement between the Board and the Superintendent. Within thirty days of January 1, 2015 the Board and the Superintendent agree to open negotiations for a possible, Superintendent's contract extension.
2. The qualifications and duties of the Superintendent shall be as follows:
 - Serve the District as its Superintendent of Schools and perform the duties as required by law;
 - Keep and implement the policies of the Board of Education;
 - Carry out or cause to be carried out, the educational program and policies of the District as the chief operating officer;
 - Keep the Board of Education cognizant of information which may be of importance to its members;
 - Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President;
 - Promote good community relations;
 - Prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
 - Represent the District in dealing with other organizations, school staff, the public, and news media;
 - Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress towards the goals; and
 - Devote his full working time and best effort in the performance of such duties for the district, and to engage in no other gainful employment unless it is approved in advance by the Board of Education in writing. (The Superintendent may undertake speaking engagements, teaching, writing, lecturing, or other professional duties and obligations, provided that the President of the Board of Education approves such activities).
 - Superintendent represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education as Superintendent.

3. The Board agrees that the Superintendent will not be demoted, disciplined, or discharged without just cause and due process.
4. The parties agree that the Board annually, with quarterly progress meetings, shall evaluate the Superintendent. The Superintendent shall receive a written annual evaluation no later than ten days after the conclusion of the first quarter of the year.

Should it be concluded that the quarterly or annual overall performance of the Superintendent is unsatisfactory in any respect; specific shortcomings shall be identified in writing with accompanied written suggestions for improvement.

The Superintendent shall have the right to attach a written rebuttal to any or all evaluation documents.

The decision whether to renew or not to renew the contractual relationship is solely within the discretion of the Board for the School District. However, in the event the Board shall decide not to renew this Contract, appropriate prior written notice of such non-renewal shall be given to the Superintendent in conformity with the Revised School Code. The Superintendent and Board of Education will work together to ensure that his evaluation meets all new requirements of state law.

5. In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this 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 shall be equally shared by the parties.

All parties are entitled to have representation of their own designation, however, each party shall be responsible for the costs of such respective representation. This provision does not apply to the renewal or non-renewal of this contract.

6. The School District agrees that it shall, to the extent allowed by law, defend, hold harmless and indemnify its Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the district, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal action. The Board shall provide public liability insurance for the Superintendent to cover all legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance.

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

7. The Superintendent shall be entitled to twenty (20) paid vacation days in each fiscal year during the life of this contract. The Superintendent will give the Board President at least two weeks notice in regards to using vacation days and the Board President may, for good reason, deny vacation requests which conflict with the operational needs of the School District. Vacation days should be used in the year in which they are accrued. At the conclusion of each year of this Agreement, the School District will compensate the Superintendent for up to (10) accrued but unused vacation days at the Superintendent's per diem rate, which shall be calculated by dividing the Superintendent's base salary by 240. Any additional accrued but unused vacation days will not be carried over to the following year.

Additionally, the following paid holidays shall be provided each year of this agreement: Independence Day (if that holiday falls on Tuesday or Thursday, the previous Monday or the following Friday shall be paid holidays)

Additionally, the Superintendent's days of work and length of day during the school year shall be the same as the professional teaching staff. In case of an emergency and the Superintendent is required to work, he will be given equivalent time off.

8. Additionally, the Superintendent shall be entitled to eighteen (18) personal leave days in each fiscal year during the life of this contract for personal business, illness or family illness. The Board President must approve personal leave requests of greater than five business days in advance. Unused leave days may be accrued without limit. After ten years of service to the Michigan Public School Employees Retirement System and at the conclusion of his employment with the District, the Board agrees to compensate the Superintendent for any accrued but unused leave days at 50% of his current per diem rate. Funeral Leave – Employee shall be granted up to five (5) days per death without loss of pay due to the death of an employee's spouse or immediate family. The term "immediate family" as used in this section shall mean spouse and their parents, grandparents, in-laws, children and their spouses, grandchildren, brothers or sisters and their spouses. No accumulation of funeral leave will be permitted.

9. The Superintendent's salary for the 2011-2012 fiscal year beginning July 1, 2011 shall reflect a 2.5% reduction of his base salary of \$119,000. For fiscal years 2010-2011, 2011-2012 and 2012-2013, the base salary will be determined through negotiations after his annual evaluation. If any employee groups within the district receive a pay increase/decrease the same increase/decrease shall be applied to the Superintendent's yearly salary, during the life of this contract.
10. Additionally, the Board agrees to provide the Superintendent with an annual tax deferred annuity. The annual contribution shall be equal to fifteen (15) percent of the Superintendent's base salary for each fiscal year. The annuity company shall be designated by the Superintendent. The annuity shall be distributed bi-weekly over the course of the fiscal year.
11. The School District shall provide the Superintendent with a transportation allowance of 6.5% of his annual base salary in recognition of the costs the Superintendent incurs by use of his own vehicle(s).
12. The Superintendent shall be reimbursed for all reasonable expenses excepting those included in Paragraph 10, above, associated with professional travel, meetings, in-services, workshops, conferences, out of town school related events, programs, conferences and college courses required to maintain the Superintendent's current administrative certification.
13. With the cooperation of MESSA, the School District will be the policy holder for all health, vision, dental and life insurances. Health Insurance will be MESSA Choices, a \$20 Office Visit co-pay, \$100/\$200 deductible and a \$10/\$20 drug card. Dental and Vision plans.
14. If the Superintendent chooses to not participate in the above-mentioned hospitalization/medical coverages, he will be compensated once a month for the monthly premium cost and Board paid deductible. This compensation shall be capped at the July 1, 2009 level.

The Superintendent shall be entitled to term life insurance coverage 2 times his base salary, (up to the maximum available from MESSA which is currently \$225,000.). The Superintendent shall be entitled to short-term disability coverage after the 28th day of at illness and long-term disability after 90 days. Beginning January 1, 2012, the employee contribution will be 20% of the total cost of all health and life insurances.
15. The School District shall pay dues for professional associations and service organizations as selected by the Superintendent and with Board President approval.

16. The Superintendent shall receive annually a Huron School District family sports pass.
17. The Superintendent shall receive a monthly stipend of \$125 for cellular phone service.
18. It is expressly understood that the above-named individual shall not acquire tenure as an administrator or in any capacity except as a classroom teacher.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

Signed by:

Richard P. Naughton – Superintendent

Board President

Board Vice President

Board Treasurer

Board Secretary

Board Trustee

Board Trustee

Board Trustee