

## SUPERINTENDENT CONTRACT

WHITEFORD AGRICULTURAL SCHOOLS  
6655 Consear Road  
Ottawa Lake, MI 49267

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of May, 2019 between the Whiteford Agricultural Schools Board of Education ("Board") of Whiteford Agricultural Schools, ("the District"), a governmental entity organized and existing under the laws of the state of Michigan, and Valerie Orr, (the "Superintendent") as follows:

1. **EMPLOYMENT.** The Board employs and appoints Valerie Orr as Superintendent of its schools for the duration of this agreement. The Superintendent agrees to perform the duties and responsibilities of Superintendent of Whiteford Agricultural Schools during the term of this agreement in accordance with the terms and conditions set forth within.
2. **TERM.** Unless terminated pursuant to paragraph 9, this Agreement shall remain in full force and effect from July 1, 2019 through and including June 30, 2022. This Agreement is based on a 260 day work year.
3. **DUTIES.** The Superintendent agrees to perform duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.

The Superintendent shall serve as chief executive officer of the Board. She shall be entitled to:

- a. Present her recommendation to the Board on any subject under consideration by the Board;
- b. Attend each meeting of the Board; and
- c. Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment best serves the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board and in compliance with the laws of Michigan. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

4. **BASE COMPENSATION.** The Board agrees to pay the Superintendent for her services an annual salary during each year of the contract in equal installments. For the 2019-2020 school year, the annual salary will be \$110,500.
  - a. **Tax Sheltered Annuity.** On behalf of the Superintendent, the Board shall contribute an annual amount of 7.5% of base salary to a District approved tax sheltered annuity vendor of her choice to be paid in 12 monthly installments throughout the fiscal year. It is understood the annual annuity payment does not become the base compensation and will be prorated should the Superintendent's employment be terminated at any time prior to the end of the fiscal year.

- b. **Merit Compensation.** Consistent with the requirements of applicable legislation, the Superintendent shall receive an annual merit pay bonus based upon her performance of up to \$2,000 which shall be paid following the annual evaluation. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective on her annual evaluation; one half of this amount if she is rated Effective on her annual evaluation, and shall not receive any bonus if she is rated Minimally Effective or Ineffective on her annual evaluation.

5. **FRINGE BENEFITS** – Leave privileges, insurance and fringe benefits shall be as follows:

- a. The Board shall provide to the Superintendent full family medical, dental and vision insurance, according to the administrative insurance plan and Superintendent shall contribute the amount required by PA 152 of 2011. If the Superintendent elects not to have health insurance she will be provided an amount equivalent to the Board's medical benefit plan cost up to the single subscriber "hard cap" per year as cash in lieu of insurance.

The aforementioned insurance coverage is subject to change at any time on the same basis as changed for other administrative staff. The Board reserves the right to obtain coverage for the insurance benefits through carriers appointed by the Board.

- b. The Superintendent shall be provided with a long-term disability policy, which provides income protection at 66 2/3% of the normal monthly earnings to a maximum benefit of \$5,000 per month.
- c. The Superintendent, if insurable, shall be provided with a term life insurance policy with a face value of \$150,000.
- d. The Superintendent shall be entitled to four weeks (20 days) vacation each year, plus the Christmas and Easter holiday vacation period when school is not in session. Vacation time will be scheduled at a time mutually agreeable to both parties. The maximum number of vacation days to be carried over to the following year will be the balance at June 30 or a maximum of thirty (30) days. Vacation days shall be approved in advance by the President of the Board. The Superintendent shall have the option to be paid for up to five (5) vacation days per year at her per diem rate rather than take them as time off. Upon termination of employment, unused vacation days will be paid at the daily per diem rate. Vacation days shall be granted at the beginning of the fiscal year, but accrue at the rate of 1/12<sup>th</sup> of the allotment of vacation days per month. 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.
- e. The Superintendent will be provided thirteen (13) sick days per year, which can be used for personal or family illness. Family is defined as spouse, child, stepchild, and/or parents. The maximum number of sick days to be carried over to the following year will be the balance at June 30 or a maximum of sixty (60) days. The Superintendent will be reimbursed for any unused sick days at the time of her retirement/resignation at the rate of \$35.00 per day. This sum will be paid in monthly installments of \$500.00. The monthly installment payment will be paid to the Whiteford Agricultural Special Pay Plan.
- f. The Superintendent shall receive three (3) personal days per fiscal year which shall be used for family needs and/or personal business. Unused personal business days will be added to sick leave accumulation subject to the maximum carry-over stipulated in item (e) above.

- g. Bereavement leave will be granted, up to three days per occurrence without limit, in the event of a death in the immediate family of the employee. Immediate family will be defined as spouse, child/stepchild, parents, siblings, parents-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren. The Board may require proof of relationship. This leave will not be charged to the employee's sick leave account.
- h. All vacation days, personal leave, sick leave, family illness and bereavement leave will be either half day or full day and allotment is prorated if Superintendent leaves mid-year.
- i. In the event of the death of the Superintendent or of a Superintendent receiving terminal reimbursement payments, the beneficiary or estate of the Superintendent may elect one of the following options through the Whiteford Agricultural Special Pay Plan:
  - 1. In monthly installments of \$400.
  - 2. In a lump sum which will be issued within (30) days of the employee's death.
- j. When the Superintendent is subpoenaed for jury duty, leave pay will be granted in a sum to equal the difference between the Superintendent's jury stipend and the Superintendent's regular salary providing:
  - 1. The Superintendent notifies the President of the Board of Education immediately upon being notified that she will have jury duty.
  - 2. The President of the Board of Education or the Superintendent cannot arrange to have the Superintendent excused.
- k. The Board shall reimburse the Superintendent, at the established Internal Revenue Service allowable rate for each mile traveled on school related business.
- l. The Board shall pay the Superintendent a monthly cell phone allowance of fifty dollars (\$50.00) for use of personal cell phone to conduct school business.
- m. The Board shall reimburse the Superintendent for all reasonable and customary expenses incurred by the Superintendent in the performance of her duties. Said itemized expenses shall be approved by the President of the Board.
- n. The Board shall pay dues for the Superintendent for membership in appropriate state and national organizations.
- o. The Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for her itemized expenses in connection therewith and for any other reasonable and customary out-of-pocket itemized expenses incurred on behalf of the Board. The expenses must be approved by the President of the Board. National meetings must be approved in advance by the Board.
- p. The Superintendent shall receive the following holidays off with pay:

Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving

\*Martin Luther King Jr. Day  
 \*Presidents' Day  
 Memorial Day

*\*Unless school is in session  
 or an inservice day*

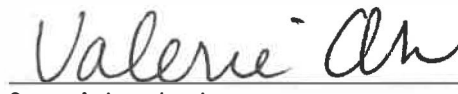
6. **EVALUATION.** The Board will schedule a goal review meeting with the Superintendent on the second Monday of November each year to informally discuss goals of the Superintendent and district. The Board will evaluate the Superintendent's performance annually and in writing using an evaluation instrument 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 Superintendent to meet to discuss her written evaluation in closed session.
7. **AGREEMENT EXTENSION.** The Board shall annually, on or before June 30 during each year of this Agreement, take official action determining whether or not the Agreement is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the Board, the Agreement shall be deemed to have not been extended for an additional year.
8. **AGREEMENT NON-RENEWAL.** The Board specifically reserves the right to not renew this Agreement or any extension of the Agreement regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's Agreement expire, it must provide the Superintendent with written notification of the Board's decision not to renew the Agreement at least ninety (90) days prior to the Agreement's expiration date. If the Board does not comply with this requirement, the Superintendent's Agreement is automatically renewed for an additional one (1) year period.
9. **TERMINATION PROVISIONS.** The Board shall be entitled to terminate the Superintendent's Agreement at any time during its term for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason which is not arbitrary and capricious. 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. In the event of termination of employment during the term of this Agreement, this Agreement shall automatically terminate and the Board shall have no further obligation hereunder, except that any monies earned prior to termination shall be paid to the Superintendent.
10. **TENURE.** The Superintendent agrees that she shall not be deemed to be granted continuing tenure in such capacity or in any other capacity other than that of a classroom teacher. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
11. **LIABILITY INSURANCE CLAUSE.** The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from actions taken or decisions made within the scope of her authority and the term of her employment during the term of this agreement. The Superintendent shall give the Board written notice of the nature of any such claim and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at her own expense, employ counsel to assist in such defense. This provision is subject to the Superintendent acting in accordance with the laws and in a prudent and reasonable manner.

12. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by either party.
13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior agreements. This agreement is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes, modifications or amendments to this Agreement shall be in writing, approved by the Board of Education and by the Superintendent.
14. **GOVERNING LAW.** This Agreement is governed by the laws of the state of Michigan.
15. **AUTHORITY.** Each party signing this Agreement on behalf of either party individually warrants that he/she has full legal authority to execute this Agreement on behalf of the party for who he or she is signing and to bind and obligate to all provisions within this Agreement.

This agreement shall remain in effect from the effective date below until such future time it is changed in part or in whole by mutual agreement of both parties.

Executed this 6<sup>th</sup> day of May 2019

  
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President, Board of Education

  
\_\_\_\_\_  
Superintendent

  
\_\_\_\_\_  
Vice President, Board of Education

May 6, 2019  
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Date