## SUPERINTENDENT / PRINCIPAL CONTRACT EWEN-TROUT CREEK SCHOOL DISTRICT

This contract is made and entered into as of the 3<sup>rd</sup> day of June, 2015, between the Board of Education of the Ewen-Trout Creek School District, hereinafter referred to as the "Board of Education", and Alan Tulppo, as Superintendent / Principal. In consideration of mutual promises contained in this contract, it is agreed between the parties as follows:

- 1. Term: The Board agrees to employ Alan Tulppo as Superintendent / Principal of its schools for the term of two years from July 1<sup>st</sup>, 2015 to and including June 30<sup>th</sup>, 2017. The Board shall review this contract with the Superintendent / Principal annually, and shall, on or before March 31<sup>st</sup> of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent/Principal of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year
- 2. Duties: The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education as Superintendent of Schools. The Administrator agrees to reasonably perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
- 3. Evaluation: The Board shall evaluate the Superintendent / Principal, at least annually by March 15. The evaluation process will be based primarily on goals established and mutually agreed to by both the Board and the Superintendent / Principal. Both the format of the evaluation and the goals shall be mutually agreed upon by August 31st.
- 4. Termination: The Superintendent / Principal shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she 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, he/she may have legal counsel at his/her own expense.
- 5. Dispute Resolution: In the event of a dispute between the parties relating to any provision of this 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 labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally 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.
- 6. **Compensation:** The Board of Education shall pay to the Superintendent/Principal an annual salary of \$63,500.00 for the school year 2015-2016 and \$63,500.00 for the school year 2016-17. Compensation in any subsequent years shall be no less than \$63,500.00 and the subject of negotiation. Health insurance benefit package shall be the same as the teaching staff.
- 7. Total Annual Days: Total days scheduled to be worked shall be no less than 225 annually. Additional days (beyond the 225 minimum) shall be worked as necessary. No additional compensation shall be warranted for days worked beyond the 225 day minimum.
- 8. **Sick Leave:** Ten (10) days sick leave granted annually. Unused sick leave shall accumulate up to 160 days.
- 9. **Personal Leave:** Three (3) days personal leave granted annually. Unused personal leave shall accumulate up to five days.
- 10. Vacation: Five (5) weeks of paid vacation granted annually. Unused vacation leave shall not accumulate.

- 11. **Dues:** Dues for membership in the Michigan Association of School Administrators shall be paid by the District.
- 12. Legal Representation: In light of the unique nature of the professional duties of the Superintendent/Principal, the District shall provide to the Superintendent/Principal, at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent/Principal and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as administrator.
- 13. **Tenure Exclusion**: This contract does not confer tenure upon the Superintendent/Principal in the position of Superintendent/Principal or any other administrative position in the district.

In witness whereof, the parties have duly executed this Superintendent's Contract of Employment as of the day and year written in the opening paragraph.

Dr. Kirk Schott, Board of Education President

Date

Alan Tulppo, Superintendent/Principal

Date

Amanda I Brady, Board of Education Secretary

Date