

Employment Contract
Between
Matthew P. Olson
And
Benzie County Central Schools

1. **THIS CONTRACT**, entered into this 1st day of July 2018, between the Board of Education hereinafter called the “Board”, and Matthew P. Olson, hereinafter called “Superintendent”.

2. **EMPLOYMENT AGREEMENT:**

The Board agrees to employ the Superintendent to serve as superintendent of the Benzie County Central Schools, as set forth in this Agreement. The Superintendent agrees to perform the duties of superintendent in a competent and professional manner in compliance with the laws applicable to Benzie Central Schools and the policies and regulations adopted by the Board.

3. **DUTIES:**

A. The Superintendent shall serve as chief executive officer and chief administrative officer for the Benzie Central Schools. He shall be entitled to:

- (1) Present his recommendations to the Board on any subject under consideration by said Board.
- (2) Attend each meeting of the Board, except meetings or portions of meetings of the Board the topic of which is the contract of the Superintendent and for such meetings the Superintendent may be excused by the Board.
- (3) Serve as an ex-officio member, without a vote, of each committee established by the Board.

B. The Superintendent represents that he meets all Michigan and federal requirements and holds all certificates necessary for employment by the Board as the superintendent of Benzie Central Schools. If the Superintendent fails to maintain required certification, and such failure continues for sixty (60) days beyond notification thereof, this Agreement shall terminate forthwith.

C. Superintendent shall have responsibility and authority to organize, reorganize, arrange and rearrange the administrative and supervisory staff of the district, including business affairs, which in his judgment best serves the District. The Superintendent shall be responsible for recommending to the Board a program of instruction, and shall be responsible for selection, placement and transfer of personnel, subject to approval by the Board. Notwithstanding the foregoing, Superintendent shall exercise those duties and responsibilities defined by law, including MCLA 380.132(4).

- D. The Board, individually and collectively, shall refer promptly all criticism and complaints called to its attention with respect to the school system, its programs or personnel, to the Superintendent for study and recommendation. Since open communications are vital to the continued success of Benzie Central Schools, the Superintendent and the Board, individually and collectively, pledge their continued efforts to maintain regular communications with respect to all matters of importance and/or interests to the district or to the Board members.

- E. The Superintendent shall devote full time to the position of superintendent of Benzie Central Schools. However, he may participate in other professional activities outside of the school district which are of short term duration. The President of the Board shall be informed of such activities. The Superintendent shall use non-work time to perform outside activities, and he may retain any honorarium received. Benzie Central Schools shall not be responsible for any expense attendant to the performance of outside activities except as specifically agreed by resolution of the Board.

4. CONTRACT PERIOD:

The Board agrees to employ the Superintendent for the term of three (3) years for the period for the period from July 1, 2018 through June 30, 2021.

- A. Extension - It is understood by the Superintendent and the Board that the initial term of this Agreement is three (3) years if any ongoing agreement between the Board and the Superintendent is not sooner terminated, and it shall be not more than a continuing three (3) contract. Accordingly, contract extension will be dealt with as follows:
 - (1) The Board, not later than the last day of March of each year during the term of this contract, commencing in March 2019, may extend the contract by resolution for an additional one (1) year period.
 - (2) Not later than March 31 of each year during the term of this contract, the Board shall establish the annual salary to be paid to the Superintendent for the school year next following the year in which such action is taken. Other terms and conditions of this contract shall remain unchanged except as the parties shall agree.
 - (3) The Board of Education, at its sole discretion and with or without cause, may by resolution, or by failure to take affirmative action, decline to extend this contract for an additional year.

- B. Non-renewal - If the Board has exercised its option not to extend the contract, and as a result this Agreement is reduced to a one (1) year contract, then the contract will automatically be renewed for an additional one (1) year period as provided by Public Act 183, 1979, unless the Board gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract's termination date. In the

event such notice is given, the Superintendent shall be entitled to a hearing before the Board. The Superintendent shall bring this provision of the contract to the attention of the Board of Education during the month of January.

5. EVALUATION:

The Board of Education shall evaluate the Superintendent in writing not later than the first regular meeting of the Board in March of each year. The Superintendent and the Board shall meet and confer to develop a process for the evaluation, including the development of performance standards upon which the evaluation will be based each year. The process and evaluation instrument shall comply with MCL 380.1249 and MCL 380.1249b and will include written and oral review by the Board, including a public statement with respect to the Board's evaluation of the Superintendent.

6. TENURE:

The Superintendent shall not be deemed to be granted continuing tenure in any administrative capacity, but shall be eligible to acquire continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

7. PROFESSIONAL LIABILITY:

The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings, brought against the Superintendent in his individual capacity, excepting those arising from his intentional acts and/or his acts of gross negligence, 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 the scope of his authority. Criminal litigation shall be excluded from the District's obligation to defend, hold harmless, and indemnify. The Board shall provide liability insurance for the Superintendent to cover 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.

8. PROFESSIONAL GROWTH:

The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the District. The Superintendent may attend professional meetings at the national level, the expenses of said attendance to be paid by the District only with prior approval of the Board.

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as a superintendent.

9. PROFESSIONAL DUES:

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. region in which the district is located, as well as other appropriate affiliations as approved by the Board President. The District shall also pay any annual dues to local service organizations the Superintendent may join, as approved by the Board President.

10. GRADUATE SCHOOL TUITION:

The Board will reimburse the Superintendent for the cost of tuition for up to six graduate credits every five (5) years at any public college or university in Michigan upon completion of the course.

11. TERMINATION PROVISIONS:

Although it is the intention of the parties that this agreement shall be through June 30, 2021, it is mutually agreed that the agreement contained herein may be terminated in advance upon the happening of any of the following events:

- A. The death of the Superintendent

- B. The disability of the Superintendent. Disability shall mean the physical or mental disability of such a character or degree that two (2) physicians (one (1) physician selected by the superintendent), licensed in the State of Michigan to practice medicine and not related to the Superintendent by blood or marriage, shall certify, in writing, that the Superintendent is disabled and unable to perform the duties required of him under this agreement and normally done by the Superintendent, and that said condition is unlikely to significantly improve within the foreseeable future.

The benefits accrued under this agreement at the time of said disability shall continue for the term of the agreement or for a time as mutually agreed upon by the parties.

- C. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his/her position responsibilities for a period of sixty (60) consecutive days or more due to a mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event the Board undertakes to dismiss the Superintendent during the term of this contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

12. COMPENSATION:

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments, unless otherwise agreed to by the parties. Compensation shall be as follows:

July 1, 2018 – June 30, 2019 - \$118,170
July 1, 2019 – June 30, 2020 - \$119,942
July 1, 2020 – June 30, 2021 – To be set at a later date, not less than previous year

13. FRINGE BENEFITS.

The Board of Education shall provide the Superintendent with the following benefits:

- Health, dental, vision, and long-term disability insurance provided to other administrative employees subject to requirements of PA 152.
- Life insurance in the amount of \$100,000
- Effective July 1, 2018 and each year thereafter, the Superintendent shall be awarded ten (10) accumulated sick days per year.
- Twenty-Five (25) vacation days per year effective July 1, 2018. These shall be in addition to the holidays recognized by the District.
- Ten (10) paid holidays: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving (2 days), Christmas (2 days) and New Year's Day (2 days)
- Two (2) paid personal leave days per year.
- The Superintendent shall be reimbursed for authorized travel on behalf of the District when the Superintendent utilizes his own vehicle in such capacity. Reimbursement shall be submitted monthly at the IRS rate.

14. PAYMENT FOR UNUSED SICK LEAVE:

Upon termination of the Superintendent's employment with the District, provided the Superintendent has served a minimum of five (5) years, the Superintendent shall be paid for his unused accumulated sick leave at \$22.00 per accumulated day.

15. SEVERABILITY:

If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract shall not be affected by the ruling and shall remain valid and in effect.

16. GOVERNING LAW

The contract is governed by and shall be interpreted in accord with the laws of the State of Michigan.

IN WITNESS WHEREOF the parties hereto have set their signatures:

**BOARD OF EDUCATION
BENZIE COUNTY CENTRAL SCHOOLS**

SUPERINTENDENT

By: 
Its President


Matthew P. Olson

And

By: 
Its Secretary