

Superintendent Contract
Mr. Barry S. Seabrook and
The Board of Education of the
White Cloud Michigan
School District

This contract is entered into on the __1st__ day of July, 2015, between the Board of Education of the White Cloud School District, referred to as the Board of Education, and Barry S. Seabrook, Superintendent referred to as Administrator, in this contract.

Because the Board of Education at a meeting held on the 19th day of April, 2010, 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. **Terms.** This contract shall be effective as of the 1st day of July, 2015, and continue in force through the 30th day of June, 2018 subject to annual extension and termination as provided in Paragraphs 4 and 10. Annual salary increases may be tied to “pay for performance” (via establishment of mutually agreeable goals and objectives) or the “annual cost of living rates established” and or both, based on the needs of the district, negotiations with the administrator coupled to the district’s financial stability. All other terms and conditions of this contract shall remain unchanged.
2. **Duties.** The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **Evaluation.** Annually, no later than the last day of January of each year during the term of this contract the Board of Education shall review with the Administrator his or her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner.
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 June of each year during the term of this contract, (3 years) may extend the contract for an additional one-year period beyond 2018. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the period under negotiation.

B. Operation of Law. Unless the Board of Education, gives written notice of non-renewal of this contract to the Administrator, at least 90 days before the contract's termination date (30 June 2018), this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of May.

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 during the 2015-2016-contract year \$80,000.00.00 dollars. The Board of Education retains the right to adjust the salary during the continuation of this contract, as indicated above; however, no adjustment effected can be a reduction in salary.

7. Insurance Benefits. The Board shall provide the Administrator and his eligible dependents the following insurances as determined by the Board:

- A. Health Insurance (Blue Cross/Blue Shield PPO)
- B. Dental Insurance (Delta Dental [80-80-80])
- C. Term Life Insurance (\$30,000)
- D. Vision Insurance (VSP)
- E. Long Term Disability (To begin after exhaustion of sick leave or 90 calendar days after disability, providing 60% of monthly earnings to a maximum of \$5000 per month)
- F. The Administrator may elect to choose cash in lieu of major medical health benefits as a participant in the District's Section 125 Cafeteria plan.

8. Other Benefits. The Board shall provide the Administrator with the following benefits:

- Fifteen (15) personal illness days per contract year. Unused personal illness days shall be cumulative to a maximum of 100 days. To be included towards this amount are any days previously accumulated by the Administrator while in District employment. Pay for unused leave days shall be reimbursed per Board Policy section 2400-R.
- Five (5) personal business days per contract year.
- Twenty-five (25) vacation days per contract year. These are in addition to the regular holidays and breaks as recognized by the District in the teachers' Collective Bargaining Agreement, summer recess excluded. Vacation days are not transferable from contract year to contract year without consent of the Board President and are not subject to compensation if not used.
- Five (5) bereavement days in accordance with Board Policy section 2400.
- Shall be eligible for travel reimbursement under Board Policy section 3600. Mileage shall be reimbursed at the rate established annually by the Board.

- The Administrator shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder.
- The Board shall pay the dues of the Administrator for membership in state and national professional organization for up to three (3) memberships due in any one (1) year.
- The Board shall pay tuition and fees for the Administrator to attend graduate level college course work at an accredited university for up to six (6) semester hours in a contract year.
- The Administrator may attend appropriate professional conferences and meetings at the state and/or national level, based on Board approval.
- The Board shall pay the Administrator an annuity of \$5,000/year for the duration of this contract.

9. Special Provisions. An annual medical examination is required to determine Administrator's ability to perform the essential functions of the position. Cost to be borne by the district. Residency has to be maintained per current district policy. Accepting any additional compensation (i.e. consultancy, contract representative, contract, and or subcontract Work/employment) has to be approved by the Board of Education prior to acceptance of the work assignment.

10. Errors and Omissions Insurance. The Board agrees to secure errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while acting within the scope of his authority. The policy limits for this coverage shall not be less than \$1,000,000 per occurrence and with an aggregate policy limit of not less than \$1,000,000. The terms of the errors and omissions policy shall be controlling respecting defense and indemnity of the Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Administrator as is authorized under MCLA 691.1408.

11. Termination. If, at any time, the Administrator fails to maintain the credentials and or qualifications for the position of superintendent as required by this contract or policy, the contract shall automatically terminate. The Administrator may also be discharged and this contract terminated at any time for cause, including failure to uphold and Board of Education bylaw, policy, procedure or regulation.

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

13. Dispute Resolution. Any dispute rising from this agreement will be arbitrated pursuant to the rules of the American Arbitration Association. Payment of the costs and

fees of arbitration shall be determined by the arbitrator, whose decision shall be final and binding and based upon the language of this contract.

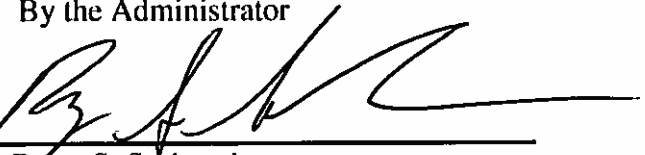
14. **Governing Law.** This contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan.

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

For the Board of Education

By the Administrator

President



Barry S. Seabrook

Vice-President

Secretary