

Superintendent's Employment Contract
Between
Catherine Erickson
and the
Board of Education
of the
Roscommon Area Public Schools

THIS CONTRACT is entered into on the 20th day of March, 2013, between the Board of Education of the Roscommon Area Public Schools, referred to as the "Board of Education," and Catherine Erickson as Superintendent, referred to as "Superintendent," in this contract.

Because the Board of Education at a meeting held on the 20th day of March, 2013, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, and the Superintendent 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. TERM. This contract shall take effect on the 1st day of July, 2013, and continue in force through the 30th day of June, 2016, subject to extension and termination as provided in Paragraphs 4 and 10.
2. DUTIES. The Superintendent represents that she 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 February of each year during the term of this contract; the Board of Education shall review with the Administrator her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner. The Superintendent's job performance will be evaluated by the Board at least annually and will include an evaluation method that is consistent with applicable sections of the Revised School Code.
4. EXTENSION. This contract may be extended as follows:
 - A. Annual Extension. Unless the Board of Education, or its designee, gives Superintendent written notice to the contrary ninety (90) days prior to July 1, 2016, this contract shall be deemed to have been extended for a period of one (1) additional year. Superintendent shall remind the Board of Education of the existence of this automatic extension clause. Such notice shall be provided in writing and sent two (2) months prior to the ninety (90) day period. Failure to mail this required notice shall invalidate the automatic renewal clause.

- B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Subsection 1229(1) of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation at least 150 days prior to this contract's termination date.
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 Superintendent an annual base salary of \$105,570 for the 2013-2014 school year; \$105,570 for the 2014-2015 school year; and \$105,570 for the 2015-2016 school year. The salary shall be paid in 24 equal installments for each year and shall be prorated in the event the Superintendent is employed for less than an entire school year. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.

Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation.

In addition to the aforementioned annual base salary, the Board shall make annual contributions of \$3,570 for the 2013-2014 school year; \$3,570 for the 2014-2015 school year; and \$3,570 for the 2015-2016 school year to a tax sheltered annuity, said amount to be prorated for partial years of employment.

7. INSURANCE BENEFITS. During the term of this contract, the Superintendent shall be provided health insurance through Priority Health H.M.O. with a \$2,400 Health Savings Account, or an equivalent plan. The Superintendent is responsible for a 20% contribution towards the monthly premiums and the deductible which is funded through the health savings account. The Superintendent's contributions will be subtracted over the term of the contract through payroll deductions. The Superintendent is eligible to participate in a Section 125 Plan for pre-tax deductions, provided that the election is made in January of each calendar year. The Superintendent's per payroll contribution will change each September, or applicable renewal date, when the insurance rates are renewed through the provider. The Board of Education contribution towards health benefits shall not exceed the State hard cap applicable to the year of the contribution.

The Superintendent will be provided dental insurance through Delta Dental, or an equivalent plan, which provides for an 80% insurance payment on covered services. The Plan provides for a \$2,000 maximum per person total per benefit year on all services except orthodontics; and a \$1,500 per person total per lifetime on orthodontic services.

The Superintendent will be provided vision insurance through a fully insured SET SEG plan, or an equivalent plan.

The Superintendent shall be provided life insurance coverage equal to 2 ½ times the Compensated Salary (as stated in Section 6).

8. OTHER BENEFITS. The Superintendent is entitled to the following specific benefits:

- 40 paid days off annually. Any unused paid days at the end of each contract year, up to a maximum of 20, will be paid at the Superintendent's daily rate which is calculated by the salary applicable to the year the days were granted divided by 260 days.
- 0 sick days per year. Any days remaining at June 30, 2013 can be accrued over, up to a maximum of 60. Any unused sick days in excess of 60 will be paid out in July of 2013, at the Superintendent's daily rate which is calculated by the salary at June 30, 2013 divided by 260 days. No accrual days will be granted after July 1, 2013. Accumulated sick days will be paid out at the Superintendent's daily rate at the time the Superintendent leaves the employment of the District.
- 10 paid holidays per school year (New Years Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving and the day after, Christmas Eve, Christmas Day and New Years Eve.) In addition, President's Day and opening day of Deer Season will be paid holidays if it is paid for the staff.
- \$2,500 per school year for educational activities related to professional growth.
- \$2,000 per school year for professional dues.
- Cell phone to be provided by Board of Education. Cell phone remains the property of the Board of Education upon termination of contract.

9. PROFESSIONAL LIABILITY. The Board of Education agrees that it shall defend, hold harmless and indemnify the Superintendent from any all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as agent and employee of the Roscommon Area Public Schools, provided the incident arose while the Superintendent was acting during the course of her employment and within the scope of her authority. In the event the Superintendent, individually, is found guilty as a result of criminal litigation, she shall reimburse the Board of Education for costs and expenses, including attorney fees, incurred by the Board of Education in her defense. In no case however, will individual members of the Board of Education be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings. If a claim is brought against both the Superintendent and the Roscommon Area Public Schools, and if in the good faith opinion of the Superintendent a conflict exists between the legal position or defenses of the Superintendent and the legal position of the Roscommon Area Public Schools, the Superintendent may engage her own counsel, in which event the Board of Education shall indemnify the Superintendent for costs of legal defense as permitted by State law.

10. **TERMINATION/DISCHARGE.** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, or satisfy the applicable certification or continuing education requirement in Section 1246 of the Revised School Code, the contract shall automatically terminate. Throughout the term of this contract, the Superintendent shall also be subject to discharge and suspension for good and just cause; provided, that the Board of Education will not arbitrarily or capriciously call for her dismissal and the Superintendent shall have the right to service of written charges, notice of hearing and a fair hearing before the Board of Education. The Board of Education agrees to maintain a record of any such hearing. If the Superintendent chooses to be accompanied by legal counsel at the hearing, this shall be at her own expense.

In addition, the Board of Education shall have the option and right to terminate this contract by paying to the Superintendent the unpaid amounts described in paragraph 6 then due to complete the contract term, which shall constitute full and complete satisfaction of any and all claims or rights by the Superintendent under or arising out of this contract, her employment, or the termination of this contract.

11. **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.
12. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

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

FOR THE BOARD OF EDUCATION:

President

BY THE SUPERINTENDENT:

Secretary