#### MENDON COMMUNITY SCHOOLS

#### ADMINISTRATIVE EMPLOYMENT CONTRACT

This contract, which is effective the 1<sup>st</sup> day of July, 2019 between the Mendon Board of Education, hereinafter called "**Board**" and Leasa S. Griffith, hereinafter called "**Superintendent**."

#### WITNESSETH:

# 1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the School District including, but not limited to, those duties required by Section 132 of the School Code of 1976, as amended. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted, from time-to-time, and in general, she will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the administrative section of the school system and the School District. She will also be given other duties as related to the Middle/High School Academic Advisor.

# 2. TERM

The Board agrees to employ Leasa S. Griffith as Superintendent of its schools for the term from July 1, 2019 to and including June 30, 2021.

The Board shall review this contract with the Superintendent annually, and shall, on or before April 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. The Board agrees that notice of non-renewal of this contract may only be given for just and reasonable cause. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

# 3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process, mutually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using criteria that include the District's attainment of the goals adopted by the Board, the Superintendent's completion of personal job goals that have been established, the manner in

which day-to-day operations of the District are handled, Board/Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The criteria and process adopted by the Board should be communicated in advance to the Superintendent.

#### 4. ADMINISTRATIVE AUTHORITY

The Superintendent is responsible for the direction and assignment of personnel. The Board shall not hire, fire, promote demote or reassign personnel without the prior recommendation of the Superintendent.

# 5. 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 her 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 excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of 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.

# 6. PROFESSIONAL GROWTH

The Superintendent may attend professional development and conferences at the local and state levels, the expenses of said attendance to be paid by the District.

# 7. 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 MASA Region VII. The District shall also pay dues of the Superintendent for the Association for Supervision and Curriculum Development and the Michigan Association for Supervision and Curriculum Development.

# 8. COMPENSATION

The Board agrees to pay the Superintendent for her services during each year of said contract in 26 equal installments. Compensation shall be \$90,000

per year. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

# 9. FRINGE BENEFITS

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

- Health, Dental and Vision insurance provided to other administrative employees.
- 15 General Leave Days per year to be accumulated to 180 days.
- 20 Vacation Days per year. The contract work year of 52 weeks does not include that period of time normally designated as the Christmas or Spring break. The Superintendent agrees she may be required to perform necessary duties during such break periods.

# 10. FRINGE BENEFITS (ELECTION NOT TO RECEIVE)

In the event the Superintendent elects not to receive health, dental, vision, life or disability insurance, she shall receive additional salary or annuity in an amount equal to the annual premium of that insurance.

# 11. TERMINATION PROVISIONS

- A. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. 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.
- **B.** If the Board terminates this agreement or the Superintendent honorably resigns as Superintendent, she shall remain employed by the District in a comparable position to that which she held prior to the 2018-2019 school year.

#### 12. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

#### 13. AMENDMENT

This agreement constitutes the entire understanding and agreement of the parties, superseding any prior agreements. No change shall be effective with respect to the terms of her employment unless in writing and signed by both parties.

IN WITNESSETH WHEREOF the parties hereto have set their hands the day and year above written.

ADMINISTRATOR

MENDON COMMUNITY SCHOOLS, ST. JOSEPH AND KALAMAZOO COUNTIES, MICHIGAN

Leasa S. Griffith

President, Mendon Board of Education

Date

Date