

# ***Onaway Area Community Schools...***

## ***Working together to prepare students for life.***

### Administrator Contract Superintendent and Business Manager

This contract is entered into on the 1<sup>st</sup> day of July, 2019 between the Onaway Area Community Schools Board of Education, referred to as the Board of Education, and Rod Fullerton as Superintendent/Business Manager, referred to as “Administrator”, in 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 1<sup>st</sup> of July, 2019, and continue in force through the 30<sup>th</sup> day of June 2022, subject to extension and termination as provided in Paragraphs 4 and 9.
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/Business Manager 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, as required by law, the Board of Education shall review with the Administrator his 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 the 1st day of March of each year during the term of this contract, may extend the contract for an additional one-year period. All other terms and conditions of this contract shall remain unchanged.

The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

- b. *Operation of Law.* The Board of Education must give the Administrator a written notice 120 days before this contract's expiration date if the Board is considering non-renewal of this contract. This notice must include: (a) a statement of reasons, which can not be arbitrary or capricious, why the

Board is considering non-renewal; and (b) notice that the Administrator will be given an opportunity to meet with the Board to discuss the reasons provided. This decision to provide such notice must be made in an open meeting. If the Administrator chooses to meet with the Board, the meeting may be held in open or closed session at the Administrator's option. After a meeting with the Administrator has concluded, the Board must meet in open session to make the decision whether or not to renew this contract. If a decision not to renew is made, written notice of non-renewal must occur to the Administrator at least 90 days before this contracts expiration date. This process is provided by Sec. 1229 of the revised school code.

5. **TENURE EXCLUSION.** This contract does not confer, and expressly withholds 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 an annual base salary of \$88,935.00 (\$57,553.97 for Business Manager duties and \$31,381.03 for added Superintendent duties) for the school year(s) of 2019-2020, 2020-2021, and 2021-2022. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. Should the combined position of Superintendent and Business Manager be altered, the administrator shall have the ability to return to sole position of Business Manager. The attached Administrative Contract Supplement is to be applied to this contract.
  
7. **INSURANCE BENEFITS.** During the term of this contract, the Administrator may receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

OR

During the term of this contract, the Administrator may receive an "in lieu of" payment equal to 80% of the current insurance premium cost. This provision shall follow the basic amount and procedures as defined in the OFT contract. Subject to the following limitations: first, this paragraph excludes any insurance benefit specifically set forth in this contract; and second, such insurance benefits (or "in lieu of" options) are subject to change at any time on the same basis as changed for full-time, professional administrative staff.

The Administrator shall be provided with Full Family Medical Plan – Health (subject to the state imposed annual cap), Dental Plan, Vision, Long Term

Disability, and \$100,000 Term Life Insurance. (the Board of Education will pay FICA and Retirement on Life Insurance over \$50,000).

8. **OTHER BENEFITS.** The Administrator is entitled to the following specific benefits:
  - a. *SICK LEAVE.* The Administrator shall be entitled to 12 days sick leave per year, accumulative to 180 days. In the event of termination of employment or retirement, the Administrator shall be paid \$80 per unused sick day to a maximum of 180 sick days. This payment will be spread over a three year period. The first payment will be one year after the administrator separates from the District. The second payment will be made one year later. The third and last payment will be made one year later. If the administrator dies, his/her beneficiary will receive the payments.
  - b. *WORK DAYS.* The Administrator shall be required to work 260 days per year.
  - c. *HOLIDAYS.* The Administrator will not be expected to work the following holidays: July 4<sup>th</sup>, Labor Day, Thanksgiving recess, Christmas Day, New Year's Day, Good Friday (unless school is in session) and Memorial Day. The Administrator will not be required to work during the established spring break and the established Christmas Break.
  - d. *VACATION.* The Administrator shall be entitled to 20 days vacation per year. At least one administrator for the school district shall be available by phone to handle any emergency situation during all school holiday time.
  - e. *PROFESSIONAL DUES.* The Board of Education shall pay the Professional dues of the Administrator for the following: MASA, MASA Regional, and MSBO, and may, at their discretion, pay for others as requested by the Administrator.
  - f. *CONFERENCES.* The Superintendent may attend conferences with prior Board President approval if there is an expense to the District.
  - g. *SCHOOL CAR/MILEAGE REIMBURSEMENT.* The Administrator shall have use of a school car, if one is available for such business use. If one is not available, mileage shall be paid for travel outside the district, per district policy.
  - h. *BUSINESS EXPENSE REIMBURSEMENT.* Business expense for meals and lodging shall be reimbursed to the Administrator for approved school business outside the district.
  
9. **TERMINATION.** If, at any time the Administrator fails to maintain the credentials and qualifications for the position of Superintendent/Business Manager as required by this contract, the contract shall be automatically terminated. The Administrator may be discharged and this contract terminated at any time for good reason, including failure to uphold any Board of Education bylaw, policy, or regulation.

10. **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.
11. **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 Administrator 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*

*BY THE ADMINISTRATOR*

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Mike Hart, President

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Rod Fullerton