

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 21st day of April, 2020, 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 21st day of April, 2020, 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, 2020, and continue in force through the 30th day of June, 2022, subject to extension and termination as provided in Paragraphs 3, 4 and 11.
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. "If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder."
3. EVALUATION. Annually, but no later than the last day of December each year during the term of this contract, the Board of Education shall review with the Superintendent, her performance as Superintendent as required by MCL 380.1249 and MCL 380.1249b using an evaluation instrument with multiple rating categories, one that takes into account data on student growth as a significant factor and established performance goals, and one that is mutually agreeable and in compliance with the above-mentioned laws. Upon completion of the formal evaluation, the Board of Education shall consider a one-year renewal/extension of the contract and take formal action on that consideration by no later than (90) days following the completion of the evaluation.
4. EXTENSION. This contract may be extended as follows:

Annual Extension. Unless the Board of Education, or its designee, gives Superintendent written notice to the contrary ninety (90) days prior to July 1, 2022, 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.

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 \$107,692 for the 2020-2021 school year; \$108,768 for the 2021-2022 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 \$5692 for the 2020-2021 school year; \$6769 for the 2021-2022 school year to a tax-sheltered annuity, said amount to be prorated for partial years of employment.

7. **INSURANCE BENEFITS.** The District has the right to change the identity of the insurance carrier, policy holder or third-party administrator for any of the insurance coverage(s), provided that comparable coverage as determined by the Board is maintained. Additionally, the Board reserves the right to self-fund any benefits. The Superintendent agrees that the Board may allocate to her responsibility for a portion of the medical benefit plan costs and premiums. The contributions required of the Superintendent shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify the Superintendent of the amounts for which she is responsible in excess of the Board-contributed medical benefit plan costs and premiums. To the extent that the medical benefit plan costs and premiums associated with the plans and products provided exceed the level of the Board's contributions, the Superintendent hereby authorizes payroll deduction for all excess medical benefit plan costs and premium amounts required to maintain enrollment.

During the term of this contract, the Superintendent shall be provided health insurance. The District's contribution toward the cost of the health insurance is \$16,750.36. This amount will be increased annually on January 1st based on the State's calculation of Medical CPI. If the District's contribution to health insurance exceeds the cost of the premium, the remaining money will be contributed to the Superintendent's HSA fund. If the cost of health insurance premium exceeds the contribution from the District, the remaining will be deducted from each pay. 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).

The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the insurance coverage described in this Contract. The Board, by remitting the medical benefit costs and premium contributions required under this Contract to provide the described plans and products, shall be relieved from all liability with respect to insurance benefits.

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.
- No annual sick days will be given but the Superintendent may maintain a bank of 60 days by rolling unused days into the sick bank. Accumulated sick days (60) 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. MERIT COMPENSATION. The Superintendent shall receive an annual merit compensation bonus based upon her performance of 0.75% of her annual salary if she is

rated Highly Effective on her annual evaluation. The Superintendent shall receive 0.5% of her annual salary if she is rated Effective on her annual evaluation. The Superintendent shall not receive any bonus if she is rated Minimally Effective or Ineffective on her annual evaluation. Merit compensation shall be made no later than the last payroll in June.

10. **PROFESSIONAL LIABILITY.** The Board of Education 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 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.

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent for claims arising while she is engaged in the performance of a governmental function and within the scope of her authority. The policy limits for this coverage shall be not less than one million dollars. The terms of the errors and omissions insurance 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 above errors and omissions coverage. Should legal claims arise for which the administrator is not provided with defense or indemnification under the above policy, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as authorized by law.

11. **TERMINATION/DISCHARGE.** Throughout the term of this contract, the Superintendent shall also be subject to discharge and suspension for good and just cause; 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.

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. 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:

BY THE SUPERINTENDENT:

Scott Hess, President

Catherine R. Erickson

Janae Ostling, Secretary