

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
RICHARD P. FRANKLIN
AND THE BARRY INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

This contract is entered into on August 13, 2019, between the Barry Intermediate School District Board of Education, referred to as the Board of Education, and Richard P. Franklin as Superintendent of the Barry Intermediate Board of Education, referred to as Superintendent in this contract.

Because the Board of Education at a meeting held on August 13, 2019 approved the employment of the 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 July 1, 2019 and will continue in force through June 30, 2022 subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES:** The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education and the State of Michigan for this Superintendent position. The Superintendent 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.

The Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State 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 of Education shall have no further obligation hereunder.

The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted.

3. **EVALUATION:** The Board will evaluate the Superintendent's performance at least annually and in writing, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement. The Board will grant a request by the Superintendent to meet to discuss the written evaluation in closed session.

4. **EXTENSION:** This contract may be extended by option of the Board or by operation of law, as follows:
 - A. **Board Option.** The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. 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.** 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 Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

5. **TENURE EXCLUSION:** The Superintendent shall not be granted continuing tenure in the Superintendent's position by virtue of this contract.

6. **COMPENSATION:** The Board of Education shall pay to the Superintendent an annual salary of \$106,528 for the school year 2019-2020. Increases for subsequent years of this contract shall be negotiated. The salary shall be paid in 26 equal installments. 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.

MERIT COMPENSATION. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay stipend

based upon performance of up to \$1,000 which shall be paid following the annual evaluation. The Superintendent shall receive the full amount of such stipend if rated Highly Effective on the annual evaluation; one half of this amount if rated Effective on the annual evaluation and shall not receive any stipend if rated Minimally Effective or Ineffective on the annual evaluation.

7. **INSURANCE BENEFITS:** During the term of this contract, the Superintendent shall receive the same insurance benefits as the administrative group. The Board of Education shall pay the premium annually, for life insurance for the Superintendent in the amount of two years' annual salary.

The Board of Education reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above insurance coverage, provided the comparable coverage, as determined by the Board of Education is maintained during the term of this contract. The Board of Education shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. 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 above described insurance coverage. The Board of Education, by remitting the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

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

- A. **Vacation and Holidays:** The Superintendent shall receive twenty (20) vacation days during each year (July 1- June 30) of the Contract. The Superintendent shall personally notify the Board of Education President at least seven (7) days prior to using five (5) or more vacation days at one time. Unused vacation days do not carry over (or otherwise accumulate) from one year to the next without the prior approval of the Board of Education President.

The Superintendent is not expected to work on the holidays of Fourth of July, Labor Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Eve, Christmas Day, Day after Christmas, New Year's Eve, New

Year's Day, the day after New Year's (unless school is in session), Good Friday (unless school is in session) and Memorial Day.

- B. **Paid Leave:** Ninety (90) annual hours of paid leave (12 days) are allowed. Paid leave shall be allowed to accumulate from year to year up to a maximum accumulation of six hundred and seventy five (675) hours or (90) days.
- C. **Funeral/Bereavement Leave:** Leave of absence with pay not chargeable against the superintendents paid leave allowance.
 - 1. **Death in Immediate Family:** A maximum of five (5) days per occurrence shall be granted for a death in the immediate family. Immediate family shall be defined as spouse, child, step-child, parent, grandchild, brother, sister, son in law, or daughter in law.
 - 2. Up to three (3) days per occurrence may be used for funeral and bereavement due to death of a brother in law, sister in law, mother in law, father in law, or grandparent.
 - 3. Additional days for travel may be granted at the discretion of the Board of Education President.
- D. **Personal Business Days:** Two (2) personal business leave days shall be granted to the Superintendent for each school year for personal business which cannot be handled outside the regular business hours. Personal business days not used in a given year shall be accumulative as paid leave days.
- E. **Professional Development:** There will be no professional development allotted in this contract outside of budgeted line items for seminars, conferences, dues, etc., which shall include MASA fall and mid-winter conferences annually.
- F. **Travel Expenses:** The Superintendent will be reimbursed at the IRS rate for travel required by the position, both in and out of the district, which necessitates use of a personal automobile. In addition, the Board of Education agrees to reimburse reasonable costs for meals, lodging, and other business expenses when such expenses are incurred by the Superintendent on official school business.
- G. **Tuition:** The Board of Education shall pay up to \$4,500 annually towards the Superintendent's tuition for a Doctorate degree. This benefit will be paid when

a bill is represented to the business office and must be used in the year it was awarded.

- H. The board shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators (MASA) and the Michigan Association of Intermediate School Administrators (MAISA) as well as appropriate regional affiliations of both organizations.
- I. Cellular Phone Allowance: The board will reimburse the Superintendent for up to \$120.00 per month for his cell phone use.
- J. **Professional Liability:** The Board of Education will carry umbrella liability insurance sufficient to cover the actions of the Superintendent in the course of his employment as Superintendent.

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 his individual capacity, or in his official capacity as agent and employee of the Barry Intermediate School District, provided that the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and also excluding suits, actions, demands and legal proceedings commenced by the Board of Education against the Superintendent.

The Board of Education shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent. The terms of such insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board of Education shall be limited to the payment of premium amounts for the above insurance coverage. The Board of Education shall further consider on a case by case basis providing legal defense and/or indemnification to the Superintendent to the extent such amounts are not cover by insurance, as is authorized by MCL 380.11(a) (3) (d) In no case will individual Board of Education members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

- 9. **SPECIAL PROVISION:** It is strongly encouraged that the Superintendent shall physically reside and live within the boundaries of the Barry Intermediate School

District no later than January 2, 2017. Note: The superintendent moved into the Barry Intermediate School District boundaries on August 13, 2015.

10. **TERMINATION:** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by the contract, the contract shall automatically terminate.

The Superintendent may be discharged and the contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, state law, and/or regulation.

The Board of Education shall be entitled to terminate the Superintendent's employment at any time during the term of this contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this contract.

In the event that the Barry Intermediate School District is dissolved before the expiration date of this contract, the term of employment designated by the contract will be terminated on the effective date of the district's dissolution and the District will not be responsible for any financial obligations beyond the dissolution date.

The foregoing standards for termination during the term of this contract shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education.

No discharge shall be effective until written charges have been served upon the Superintendent and he shall have an opportunity for a fair hearing before the Board of Education after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

The Superintendent may terminate this contract by delivering to the Secretary of the Board of Education a written notice of his election to terminate at least sixty (60) days prior to any intended date of termination, except that a six (6) months written notice is required for retirement.

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 laws of the State of Michigan, subject to Section 14.

13. **DISPUTE RESOLUTION:** In the event of a dispute between the parties relating to any provision of this contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of their own representation.

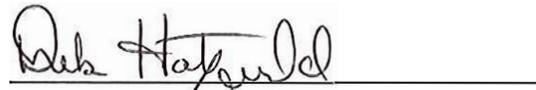
We, the duly authorized parties to this Superintendent's Employment Contract, sign our names and execute this contract as of today's date of November 13, 2018.

**FOR THE BARRY INTERMEDIATE
SCHOOL DISTRICT**


Elizabeth Matteson, President

FOR THE SUPERINTENDENT


Richard P. Franklin, Superintendent


Deb Hatfield, Secretary