

**CONTRACT OF EMPLOYMENT**  
**ADMINISTRATOR/INTERIM SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Essexville-Hampton Public Schools (hereinafter "Board" or "District") and Eric Allshouse (hereinafter "Administrator") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on August 12, 2019, has and does hereby employ Eric Allshouse for a two (2) year period commencing on August 12, 2019, and ending on June 30, 2021, according to the terms and conditions as described and set forth herein as follows:

1. The Administrator shall perform his duties as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. The Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Administrator agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time Administrator 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 obligations hereunder.
3. Administrator agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Administrator agrees to serve as Interim Superintendent commencing August 12, 2019, and continue until replaced with a permanent Superintendent, whereupon Administrator shall be reassigned to his former position of curriculum and State/Federal Program Director or such other position as may be assigned for the duration of this agreement. Administrator agrees to faithfully perform all duties as assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and Board policies and goals of the School District for which he is responsible during the entire term of this Agreement. Further, Administrator pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. Administrator shall be paid at an annual (i.e. July 1 – June 30) salary rate as follows:
  - a. For services as Interim Superintendent, the salary amount payable to the Administrator shall be paid on a pro rata basis at the rate of \$105,000 annually.
  - b. For services as Administrator in any position other than Interim Superintendent, the parties agree to negotiate a salary amount; however the pro rata salary shall be paid at a rate no less than his current rate of \$87,000 annually.

Any salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by Administrator and the Board, shall become a part of this Contract.

5. The Administrator is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. The Administrator shall be granted vacation time of twenty-five (25) days per fiscal year in addition to the holidays recognized by the district. The Administrator may elect to be reimbursed for unused vacation days to a maximum of fifteen (15) days per year based on a contract year (those available on June 30). Vacation days redeemed in this fashion shall not be subject to Board contributions to the Michigan Public School Employees Retirement System where to do so would violate MCLA 388.1764a, or its successor provision. Any unused vacation days exceeding fifteen (15) in a contract year (June 30) will be forfeited and not reimbursed or carried over to the next year.
6. The Administrator's performance shall be evaluated for contract renewal purposes by the Board not less than annually, and each year thereafter. Annual goals and objectives will be mutually agreed to by the Board and the Administrator for the upcoming year. The evaluation process/tool will also be discussed and agreed to each year. The Administrator shall timely inform the Board of Education President of the Board's evaluation obligation under this Contract each year. At the option of either of the parties, a quarterly review of the Administrator's performance and/or goals will be discussed by the parties.

The parties understand that an annual evaluation shall be completed for purposes of complying with state law to determine effectiveness of the Administrator's performance. This evaluation shall comply with state law, and shall include all required student and staff performance data necessary to comply with state law. This effectiveness evaluation shall be available to the public. This Contract shall comply with any timeline or other requirements of the Michigan School Code.

7. This Agreement 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 fifteenth (15<sup>th</sup>) day of March each year during the term of this Agreement, beginning in 2020, may extend the Agreement for an additional one (1) year period.

The Board of Education, in its sole discretion, with or without cause, may decline to extend this Agreement for an additional year beyond the current expiration date of June 30, 2021.
  - B. Operation of Law: Unless the Board of Education gives written notice and opportunity for hearing as provided in School Code, M.C.L. 380.1229, this agreement will, without further action, be automatically renewed for an additional one (1) year period as provided by M.C.L. 380.1229. The Administrator shall annually advise the Board of Education of this obligation before February 1 of any particular year.
8. The Administrator will perform his duties in a competent and professional manner. The Administrator may be discharged and this Agreement terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation and/or

obligation as provided for in this Agreement. The Board shall not arbitrarily and capriciously dismiss the Administrator. In the event that the Board undertakes to dismiss Administrator during the initial term of this Agreement (ending on June 30, 2021), the Administrator shall be entitled to written notice of charges and have a fair hearing before the Board in accordance with the Michigan Open Meetings Act (MCLA 15-268). At such hearing, the Administrator may have legal counsel present, at his own expense.

9. This contract does not confer tenure upon the Administrator in the position of Interim Superintendent or any other administrative position in the district and the Administrator acknowledges that he shall not acquire tenure in any capacity other than that of a classroom teacher, if eligible, consistent with the terms of the Michigan Teachers' Tenure Act. Any decision of the Board not to continue or renew the employment of Administrator for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
10. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Administrator and his eligible dependents for the following insurance programs:

Health insurance: Health insurance as provided by the District to full-time professional administrative staff.  
MESSA ABC Plan I with deductibles included in the plan under the hard cap adopted by the District.

Dental Insurance: ADN Dental; Administrator's self-funded.

Vision: VSP 3 Vision plan.

Term life insurance: Policy amount of two times salary.

Long-term disability: Disability insurance as provided by the District to full-time professional administrative staff.

11. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages provided that comparable coverage, as determined by the Board is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Administrator 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. Administrator is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.
12. A total of three thousand six hundred dollars (\$3,600) annual annuity to be paid each year of the contract: one half on or before December 31, and one half no later than June 30. If the Administrator leaves prior to payment, he will receive a pro rata share for the time he was employed.

13. The Administrator shall be entitled to participate in the same Merit Incentive Program during this contract or any extensions as provided to all other employees.
14. The Administrator shall have eleven (11) days of sick leave with pay per year granted at the beginning of the school year. These days are to be utilized for sick time only. Unused sick leave shall be accumulated, but shall not exceed a maximum accumulation of one hundred fifty (150) days. The Administrator, ending a school year with one hundred forty four (144) days or more accumulated unused sick time shall be given the full complement of sick days (11) awarded at the start of the succeeding school year. The usage of sick days shall be deducted from this amount during the succeeding school year. At no time shall the Administrator accumulate more than one hundred fifty (150) days for carrying into a succeeding year. In the event the Administrator shall retire from the District as defined in MPERS, the Administrator may elect a Board incentive special payment of \$100 for each sick day accumulated in the unpaid accumulated sick leave bank.
15. Administrator shall not be required to work the following holidays:
- |                |                        |
|----------------|------------------------|
| New Year's Day | Thanksgiving Day       |
| Good Friday    | Day after Thanksgiving |
| Memorial Day   | Christmas Day Eve      |
| Fourth of July | Christmas Day          |
| Labor Day      | New Year's Eve Day     |
16. The Administrator will have up to three (3) days, non-accumulative, per contract year, to utilize for personal business. The Administrator may carry two (2) personal days into the following calendar year for a maximum of five (5) in any calendar year. In addition, five (5) days for bereavement may be granted to the Administrator for immediate family, parents, siblings, spouse's parents, spouse's children, stepparents and stepchildren. Three (3) days will be granted for spouse's siblings and grandparents.
17. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his authority. The policy limits for this coverage shall not be less than two million (\$2,000,000.00) dollars. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In the event the Board agreed on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCLA 691.1408 and under MCLA 380.601a(1)(d).
18. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Administrator by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by

Administrator and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

19. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.
20. This Contract is executed on behalf of the Essexville-Hampton Public Schools pursuant to the authority granted as contained in the Resolution of the Board adopted on August 12, 2019, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on 8/12, 2019.

Date: 8/12/19

By:   
Eric Allshouse  
ADMINISTRATOR/ INTERIM  
SUPERINTENDENT

Date: 8/12/19

ESSEXVILLE-HAMPTON PUBLIC  
SCHOOLS BOARD OF EDUCATION

By:   
Charles Rochow  
BOARD PRESIDENT

By:   
Jill M. Urban  
BOARD SECRETARY