

EMPLOYMENT CONTRACT
between
CRAIG ARTIST
and
QUINCY COMMUNITY SCHOOLS
COUNTY OF BRANCH: STATE of MICHIGAN

This employment contract, made and entered into as of the 1st day of July, 2016, by and between QUINCY COMMUNITY SCHOOLS, Branch County, Michigan, a school district under the laws of the State of Michigan, hereinafter referred to as DISTRICT, and CRAIG ARTIST, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. EMPLOYMENT PERIOD

DISTRICT hereby employs SUPERINTENDENT as its Superintendent of Schools under the provisions of Section 119 of the School Code of 1955, for a term of 5 years covering the period July 1, 2016 through July 1, 2021. SUPERINTENDENT hereby accepts such employment and agrees to devote his full-time efforts thereto and to hereby discharge such duties in a competent and professional manner. Employment is pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995).

2. CERTIFICATION

SUPERINTENDENT represents that he holds all certificates and credentials required by law and by the DISTRICT to accept this Superintendency.

3. COMPENSATION

DISTRICT shall pay the SUPERINTENDENT an annual salary of \$112,610, for the contract period of July 1, 2016 through June 30, 2017, in twenty-five equal (or as nearly equal as possible) bi-weekly installments, changing to bi-monthly in September 2016 commencing July 1, 2016. Said salary shall be reviewed annually thereafter and is subject to upward revision by agreement of the parties hereto.

DISTRICT will pay \$10,000 of the SUPERINTENDENT'S choice.

4. RESPONSIBILITIES OF SUPERINTENDENT

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the Board of Education of the DISTRICT. Subject to the approval of the DISTRICT, SUPERINTENDENT shall:

- A. Be the chief executive officer of the District;
- B. Direct and assign teachers and other employees of the schools under his supervision;
- C. Organize, reorganize and arrange the administrative, supervisory and instructional staff and supervise the business affairs, as best serves the DISTRICT;
- D. Select all personnel and accept all resignations for the Board of Education of the District;
- E. From time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the District; and
- F. In general, perform all duties incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the Board of Education of the DISTRICT from time to time.

The members of the Board of Education of the DISTRICT, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to SUPERINTENDENT for study and recommendation.

5. FRINGE BENEFITS

- A. SUPERINTENDENT shall be entitled to Five (5) weeks vacation (excluding holidays, Thanksgiving, winter and spring breaks) for each year of the contract period at a time mutually agreeable to both parties. Vacation days shall not be accumulative for more than two years. Vacation days in excess of two (2) continuous weeks will be arranged with the Board.
- B. DISTRICT shall pay the premium toward hospitalization, dental and vision insurance for SUPERINTENDENT and his family with cost sharing by the superintendent accordance with the boards adoption of premium sharing.

- C. DISTRICT will pay \$500, once each year, toward a physical examination of the SUPERINTENDENT by a medical doctor or through an authorized hospital. Administrators will be required to receive a physical from a medical doctor or authorized hospital every other year.
- D. The DISTRICT shall purchase and keep in effect a variable term life insurance policy in the amount of \$300,000. The DISTRICTS premium expense liability would end should the SUPERINTENDENT terminate employment with the District. The policy, including all balances, shall be assigned and transferred to the SUPERINTENDENT upon his termination or retirement. The DISTRICT, as policy beneficiary, will pay the SUPERINTENDENT'S spouse, or survivors, \$200,000 upon his death (\$100,000 going to the DISTRICT).

In addition, DISTRICT shall pay the full premium toward a \$70,000 term life insurance policy for the SUPERINTENDENT. In the event of accidental death, the insurance will pay double the specified amount.
- E. DISTRICT shall pay the premium toward a long term disability insurance program with a 90 day qualifying period and 60% of salary payout, up to a maximum of \$2,500 per month.
- F. SUPERINTENDENT shall be granted fifteen (15) sick leave days and two (2) personal business leave days in accordance with the Master Agreement for tenured teachers.
- G. SUPERINTENDENT shall have all other fringe benefits granted by the Board of Education to all other full-time unionized employees.
- H. DISTRICT agrees to assume the cost of National and State Association dues incurred by SUPERINTENDENT. SUPERINTENDENT shall attend appropriate professional meetings at the local, state, or national levels, the expenses of which attendance to be incurred by DISTRICT. DISTRICT agrees to pay reasonable and necessary expenses of SUPERINTENDENT incurred in the performance of his duties.
- I. In light of the unique nature of the professional duties of SUPERINTENDENT and to enable him to be in a position to travel throughout the district, DISTRICT shall provide SUPERINTENDENT with \$250 monthly for general expenses. SUPERINTENDENT shall be reimbursed for travel outside the county in accordance with the teachers' master agreement.

SUPERINTENDENT shall have benefits terminated on the last day of the month following termination of employment.

DISTRICT agrees to provide the above-mentioned programs within the underwriting rules and regulations, and provided the employee meets the applicable "at work" requirements, as set forth by the carrier's master contract.

Should SUPERINTENDENT terminate employment with DISTRICT, per the COBRA Act of 1986, SUPERINTENDENT and/or his family may be eligible to retain certain insurance benefits on a direct-pay basis, plus 2% administrative fee, through the DISTRICT'S group carrier.

Also, he shall have thirty-one (31) days from the date of termination to convert his group term life insurance policy to an ordinary life insurance policy, without medical examination. It MAY be possible to retain and transfer some term, life insurance coverage to a direct-pay basis. It is SUPERINTENDENT'S responsibility to check with the insurance carrier and make arrangements with the school's business office.

6. PROFESSIONAL LIABILITY

In the light of the unique nature of the professional duties of the SUPERINTENDENT, the DISTRICT shall provide, at no expense to the SUPERINTENDENT, a legal counsel and representation to the SUPERINTENDENT in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his specified performance in the course and scope of his employment as Superintendent.

7. EVALUATION

The Board of Education of DISTRICT shall evaluate and assess, in writing, the performance of SUPERINTENDENT at least once prior to June of each year during the term of this contract.

In the event the Board of Education of DISTRICT determines the performance of SUPERINTENDENT is unsatisfactory in any respect, it shall describe, in writing in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to SUPERINTENDENT. SUPERINTENDENT shall have a right to make a written reaction or response to the evaluation. This response shall become a permanent attachment to SUPERINTENDENT'S personnel file. Within thirty (30) days of the delivery of the written evaluation to SUPERINTENDENT, the Board shall meet with the SUPERINTENDENT to discuss the evaluation.

8. TENURE

It is mutually understood and agreed that this employment does not confer tenure upon SUPERINTENDENT in the position of Superintendent or in any other administrative position within DISTRICT.

9. SAVINGS CLAUSE

If, during the term of this employment contract, it is found that a specific clause of same is illegal in Federal or State law, the remainder of the contract not affected by such ruling shall remain in force.

IN WITNESS WHEREOF, DISTRICT has caused this employment contract to be executed on its behalf by its Board of Education, and Superintendent has approved this employment contract effective on the day and year specified above.

QUINCY COMMUNITY SCHOOLS
BOARD of EDUCATION by:

President

Craig Artist, Superintendent

Secretary