

CHARLEVOIX PUBLIC SCHOOLS SUPERINTENDENT CONTRACT

THIS CONTRACT, entered into this 24th day of March, 2016, between the Charlevoix Public Schools Board of Education, hereinafter called the "Board" and Michael R. Ritter hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

2. TERM

The Board agrees to employ Michael R. Ritter as Superintendent of Schools for the term of three years from June 30, 2016 to and including June 30, 2019. The Board shall review this contract with the Superintendent annually, and shall, on or before March 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have NOT been extended for an additional year.

3. EVALUATION

The Board will schedule a goal review meeting with the Superintendent on the first Monday of November each year to informally discuss goals of the Superintendent and district. The Board will evaluate the Superintendent's performance annually and in writing, on or before March 30, using an evaluation instrument with multiple rating categories that takes into account data on student growth as a significant factor, 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. TENURE

This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigation and allegations.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. National conferences shall have prior approval of the Board.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators, and the M.A.S.A region in which the School District is located, as well as other appropriate affiliations as approved.

8. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$105,000.00 annually. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties, based upon the successful completion of the goals and objectives as established by the Board of Education. In no case will the salary be lowered without the mutual agreement of the parties.

9. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Life insurance in the amount of \$250,000.
- Twelve sick days per year to be accumulated to a maximum of 100 days. The Superintendent shall be awarded \$50 per day for 50% of accumulated sick days upon retirement with a minimum of twelve years of service in the Charlevoix Public School district.
- Twenty vacation days per year in addition to the following holidays on which no work is required: Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Good Friday, and Memorial Day. Up to five unused vacation days may be rolled over to the following year to be used by October 31 of that year.
- Three personal days per year.

- Five days or bereavement leave not to be deducted from sick leave for immediate family members and the same members of spouse's family.
- The District will deposit \$2,000.00 annually into a non-elective 403(b) Plan selected by the Superintendent and approved by the Board, and will pay all related costs and fees. This deposit will be made in two equal payments, by the end of December and in June.

10. TRANSPORTATION

The Board shall reimburse the Superintendent, at the IRS approved rate, for mileage costs incurred while performing the duties of Superintendent.

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he have an opportunity for a fair hearing before the Board 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.

12. DISPUTE RESOLUTION

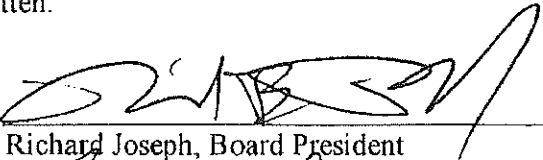
In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration 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 such respective representation.

13. BREACH

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By


Richard Joseph, Board President

Date:

3/25/2016

By


Michael Ritter, Superintendent

Date:

3/25/2016

