

**ATHERTON COMMUNITY SCHOOLS
SUPERINTENDENT'S CONTRACT
2024-2026**

This Agreement made and entered into this 1st day of January 1, 2024 (the "Agreement"), between The Board of Education (the "Board") of the Atherton Community School District (the "District"), a governmental entity organized and existing under the laws of the State of Michigan and Tina Case, (the "Administrator") as follows

1. The District hereby employs the Administrator and the Administrator hereby accepts employment for the period of two and a half (2.5) years: January 1, 2024 through June 30, 2026. The Superintendent will provide the Board with a 120 day notice of intent to retire or resign.

EXTENSION: This contract may be extended either by option of the Board of Education or by operation of law as follows:

BOARD OPTION: Beginning July 1, 2024, the Board of Education, no later than the 30th day of March 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 may establish the annual salary to be paid to this Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged unless determined by the Board. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

OPERATION OF LAW: Unless the Board of Education gives written notice of nonrenewal of this contract to the Administrator at least ninety (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. The Superintendent shall annually advise the Board of Education of this obligation in writing during the Board organizational meeting in January.

2. The Administrator is hereby assigned for January 1, 2024, through June 30, 2026 in the capacity of Superintendent of Schools. The Administrator shall be subject to assignment and transfer at the discretion of the Board.

As School Superintendent, it shall be the duty of the Administrator to organize, manage, and direct the school system of the said District along such lines and in accordance with such policies as the Board of the District has established, or shall direct and establish in the future. In addition thereto, the Superintendent shall coordinate all existing facets and departments of the school system of the District under such guidelines as are now established or may be established by the Board.

3. The Administrator shall report to the Board at regular intervals and at other times as the Board shall direct concerning the progress of her supervision and direction of the system. She shall recommend to the Board the establishment of new and changed policies when in the opinion of the Administrator such recommendations will improve the efficiency of operation of the District or shall provide a better system of public instruction.
4. The Administrator agrees that during the term of this Contract, she will perform the duties of her position competently and efficiently and that she will faithfully observe and implement the policies adopted under the rules, regulations, and directives issued by the Board for the governance of the District and implementation of its educational program.

5. The Administrator hereby accepts employment for said term and represents to the District that she is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Administrator agrees to conform to all provisions of law relative to the qualifications of the Superintendent of Schools and will perform all the duties as required by law during the life of this Agreement. The Administrator agrees to devote her full-time efforts to her duties as Superintendent of Schools, except for twenty-five (25) days paid vacation. It is the intent of the parties that the Administrator shall take her vacation period during times that are least disruptive of the School District. A contract year is for the duration of July 1 to June 30. The Administrator may choose to be compensated for unused vacation days or sick days per year at the daily per diem rate.

***On January 1, 2024, the administrator will be credited with 5 additional vacation days to be added on to the balance of 4 weeks that she received from her current curriculum director contract. Any vacation days that the administrator may currently have would now be calculated at the per diem rate of this contract.

6. Accreditation standards under the State of Michigan and /or North Central Association must, if required, be met by this Administrator.

A) "The Administrator shall, at all times, possess a valid Michigan School Administrator Certificate when issued by the State Board of Education or other Certifying Agency. The Board has the right to set administrator certification requirements if the above-mentioned certificates are not established or maintained."

B) The Atherton Community School District will not be allowed to lose its legally required or district desired accreditation status.

7. At the beginning of each new contract year, the Administrator will be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate (unlimited) from year to year. Credited days will be paid at a rate of \$225 per day upon retirement or resignation from the district. These leave days may be taken by the Administrator for the following reasons and subject to the following conditions:

***At the beginning of this contract on January 1, 2024, the administrator will be credited with two (2) additional days of sick leave that will be added on to the ten (10) that she earned in the current curriculum director contract. All days that the administrator has accumulated and saved will roll over and be calculated at the new rate of this contract listed above.

A) Personal illness or disability: The Administrator may use all or any portion of the leave to recover from the Administrator's own illness or disability. In case of excessive absences, the Board of Education shall have the right to have an examination by an agreed to physician at board expense.

B) Death or illness in the immediate family, which includes parents, spouse, parents of spouse, brothers, sisters, children, grandparents, and grandchildren. The Administrator will be granted three (3) to five (5) days of leave. The Board is to have discretionary authority in unusual cases.

C) At the beginning of each new contract year, the Administrator will be credited with five (5) personal business leave days. Personal business leave days are not accumulative as personal business leave days; however, they will not be deducted from accumulated credited sick leave days. At the end of each contract year, the Administrator's unused personal business leave days shall be added to her accumulated credited sick leave days. If this Administrator, after using her five (5) personal business leave days stated above, needs up to three (3) additional personal business leave days due to an emergency or a personal situation that can only be addressed during work time, these additional personal business leave days may be granted by the board president. Any additional personal business leave days used beyond five (5) will be deducted from the Administrator's accumulated credited sick leave days.

D) The Superintendent shall be entitled to the following paid holidays: July 4, Labor Day, Thanksgiving, Friday after Thanksgiving, MLK Day (as long as school is not in session), Presidents' Day (2), Good Friday, Memorial Day, Christmas Day, New Year's Day, and 8 additional unscheduled days to be used only during Christmas and Spring Breaks.

E) If this Administrator is unable to work because of personal illness or disability and has exhausted all credited sick leave days and any accumulated sick days available, she shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year and the leave may be renewed by the board of education each year upon written request by the Administrator.

F) If this Administrator is called for jury duty she shall be compensated for the difference between her administrative pay and the pay received for the performance of such obligation

G) If the Administrator is subpoenaed to give testimony as a witness on behalf of the District before any judicial or administrative tribunal, or is a participant in mediation, fact-finding, or arbitration proceeding, she shall be compensated for the difference between the administrative pay and the pay received for the performance of such obligation. Following completion of employment at Atherton Community Schools, compensation for time spent in preparation for testimony and actual participation in arbitration or legal matters shall be at the rate of \$150.00 per day.

H) Upon retirement from the district, the Superintendent will be allowed to purchase the district technology that she currently utilizes at a prorated amount based on the lifespan of the technology.

8. Compensation

A) The District agrees to pay the Administrator for her services during each year of said contract in twenty-six (26) installments. Annual compensation for the period of January 1, 2024, through June 30, 2025, shall be one hundred thirty thousand dollars (\$130,000) and will be prorated for January 1, 2024, through June 30, 2024, at the rate of \$65,000 and shall be paid in 13 installments. Compensation for July 1, 2025, through June 30, 2026, shall be one hundred thirty-two thousand six hundred dollars (\$132,600).

All payments are subject to legal state and federal legal withholding taxes. Said salaries shall be reviewed annually and are subject to upward revision by agreement of the parties

B) The district will pay into a 403 (b) account with a district-approved vendor of the Administrator's choice, 9% of the annual base salary for the period of January 1, 2024, through June 30, 2024. 9% of the annual base salary for the period from July 1st 2024, through June 30, 2025. 10% of the base salary for July 1, 2025, through June 30, 2026.

C) The administrator will receive a longevity payment of five hundred dollars (\$500) for the period of January 1, 2024, through June 30, 2024, that will be made the first regular pay date in January. An amount of six thousand dollars (\$6,000) for July 1, 2024, through June 30, 2025, and seven thousand dollars (\$7,000) for July 1, 2025, through June 30, 2026. Longevity is in addition to the regular salary. The longevity payment will be made on the first regular pay date in July.

D) Merit Pay: The administrator shall receive a merit pay stipend in the amount of six thousand dollars (\$6,000) for 2023-2024 based upon her evaluation rating. An annual merit pay stipend of 5% of the administrator's annual salary for 2024-2025 and 2025-2026. In order to qualify, the administrator must be rated as effective or highly effective on the annual evaluation.

YEAR	PERCENT	STEPS	SALARY	ANNUITY	LONGEVITY	MERIT
23-24		1st YEAR	\$130,000	\$5,850	\$500	\$6,000
24-25	0%	2nd YEAR	\$130,000	\$11,700	\$6,000	\$6,500
25-26	2%	3rd YEAR	\$132,600	\$13,260	\$7,000	\$6,630

*** Should the State of Michigan, its political subdivisions or agencies, challenge any portion of the items identified as salary in this Contract as eligible to be included in the final average compensation for retirement purposes, the School District shall appeal the challenge up to and including the Michigan Court of Appeals.

9. Other Compensation: It is further agreed that the district shall provide the following fringe benefits to the Administrator:
 - A) A term life insurance policy of the Administrator's choice in the amount of a minimum of \$120,000 per year will be provided during the term of this contract.
 - B) The Board of Education will offer and pay the entire amount allowed by law and designated as the "hard cap" for Health Insurance premium and deductible for this administrator. A "cash-in-lieu" of health care coverage shall be paid to the administrator in the amount of \$500 per month.
 - C) Long Term Disability: The Board will pay the annual premium during each year of this contract towards a Long Term Disability Benefit Plan as agreed upon by both parties. The long-term disability will be paid at (66-2/3) salary after ninety (90) calendar days of continuous absence.
 - D) Dental Insurance at a level of eighty percent (80%) for Class I, eighty percent (80%) for Class II, and fifty percent (50%) for Class III.
 - E) Vision insurance at the same level as other Atherton Administrators covered by VSP.
 - F) The District agrees to pay the cost of the Administrator's membership to the American Association of School Administrators and any state and local affiliates thereof.
 - G) Automobile Expense: The board shall reimburse the Administrator for out-of-county travel at the specified IRS rate
 - H) The District agrees to pay for all conference fees, lodging, and meals for school-related conferences.
10. Parties agree that the Board may assign the Administrator during the life of this Agreement to another administrative position of the District, but if it does so, the compensation to be paid to the Administrator in his new assignment shall not be reduced below that paid under this Agreement.
11. It is understood that the Administrator does not have tenure as Superintendent or as any other administrative capacity in the District, nor does the Administrator have tenure in any other non-teaching capacity.
12. The Board agrees to complete an annual year-end evaluation by the fourth Monday in November. A mid-year review may be scheduled for June of each year. The evaluation criteria will be established by the

Board. The Administrator may provide information to the Board for consideration when establishing the evaluation criteria. The criteria and process adopted by the Board shall be communicated in advance to the Administrator.

13. Entire Agreement Clause: This contract of Employment contains the entire Agreement and understanding between the Board and the Administrator with respect to the employment of the 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 the Administrator by the Board are hereby terminated and shall hereafter be of no force or effect whatsoever.
14. No Modification Clause: The terms of this Agreement may not be revised by oral and/or written statements made by individual members of the Board or any other representative or agent of the Board. No change or modification of this Agreement shall be valid or binding unless it has formally been approved by the Board and is in writing and signed by the Administrator and the Board. No waiver of any provisions of this Agreement shall be valid unless it is in writing, signed by the Administrator and the Board, and formally approved by the Board.
15. Termination Provision: The Superintendent shall be subject to discipline and/or discharge for reasons which are not arbitrary or capricious during the contract term. No discharge shall be effective until written charges have been served upon her, and she shall have an opportunity for a fair hearing before the Board after ten days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel at her own expense. This section does not diminish the Board's sole and exclusive prerogative to determine whether to extend the Superintendent's contract under the provision of paragraph 8 of this Agreement.
16. Dispute Resolution: In the event of a dispute between the parties relating to any provision of this agreement or dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such binding arbitration. Such arbitration shall be conducted under the rules of, and administered by the American Arbitration Association. The arbitrator's fee and expenses 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 cost of such respective representation.

In WITNESS WHEREOF, the parties below set their hands this day and year written.

BOARD OF EDUCATION



Craig Lanter, Board President

10/16/23

Date

ADMINISTRATOR



Tina Case, Superintendent
Atherton Community Schools

10/16/23

Date