Saranac Community Schools 88 S. Pleasant St. Saranac, MI 48881

SUPERINTENDENT CONTRACT

THIS CONTRACT, entered into this 23rd day of March, 2011, between the Saranac Community Schools Board of Education, hereinafter called "Board" and Richard Maury Geiger, hereinafter called "Superintendent".

1. DUTIES

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of Superintendent of the School district and 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 policies and regulations adopted by the Board of Education.

Superintendent 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, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time, Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract may be terminated and the Board shall have no further obligation hereunder.

2. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its schools commencing July 1, 2011 and ending June 30, 2013.

On or before January 31, 2012, the Board shall take official action to determine whether this Contract should be extended for an additional year/years. The Superintendent shall be provided with written notification of any action taken by the Board.

3. **EVALUATION**

Annually, not later than the 31st day of March of each year during the term of this Contract, the Board of Education shall review with the Administrator his performance as Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity.

5. "HOLD HARMLESS" CLAUSE

In light of the unique nature of the professional duties of the Superintendent, the District shall provide the Superintendent, at no expense to him, legal counsel acceptable to the Board in any civil lawsuit brought against him related to his employment by District. Further, the District shall indemnify the Superintendent from liability in any action related to Superintendent's employment by the District to the extent of insurance coverage only. The District's obligation to provide Superintendent with legal

counsel and indemnify him shall not apply in the event the Superintendent was not acting in the course of his employment as Superintendent and within the scope of his authority. Further, the District's obligation to indemnify Superintendent shall not apply in the event it is determined that Superintendent's liability resulted from his gross negligence or intentional misconduct.

6. LIABILITY INSURANCE CLAUSE

The Board shall provide public liability insurance for the superintendent to provide coverage for legal expenses and liability. The extent of such coverage shall be solely based upon the terms of the policy of insurance.

7. PROFESSIONAL GROWTH

The Superintendent may attend appropriate professional conferences and seminars at the local and state level. National and regional level programs shall be subject to Board approval. The Superintendent shall receive reimbursement for necessary and reasonable expenses which are not prepaid by the Board.

8. PROFESSIONAL DUES

The Board shall pay Superintendent's dues for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and MASA regional dues.

9. **COMPENSATION**

The Board agrees to pay the Superintendent for his services during each year of said Contract in 26 equal installments. Annual compensation for the Contract year 2011-2012, shall be *Ninety-five Thousand dollars* (\$95,000); the first payment to be made on **July 8, 2011** with subsequent payments to be biweekly. The salary for subsequent years will be determined annually at the time of evaluation, with the understanding that the salary will be at least equal to the previous year's salary.

The Superintendent shall annually receive Deferred Compensation; a Tax-Sheltered Annuity in the amount of \$2,000.

10. RESIDENCY REQUIREMENT

Public Act 212 of 1999 can require the Superintendent to reside within 20 miles of the School Districts' boundary. Saranac Board prefers to have the Superintendent live inside the district boundaries.

11. FRINGE BENEFITS

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 the Superintendent and his/her eligible dependents for the following insurance programs:

- a. Health Benefits
 - i. Health: Priority Health-HSA (fully paid by the Board)
 - ii. Dental: 60-60-60 with orthodontic \$1,000 maximum
 - iii. Vision: VSP-3
 - iv. Long-Term Disability insurance: 66 2/3 % after 120 days
- b. Term Life Insurance in the amount of \$49,000.

In addition to the fringe benefits listed above the superintendent shall also be entitled to the following:

- a) Twelve (12) sick days per year to be accumulated at a maximum of 150 days. The Superintendent shall be awarded 25 days of accumulated sick leave upon approval of this agreement.
 - Upon retirement or death, the Administrator or his/her beneficiary will be entitled to \$100
 per day for accumulated sick time while serving as an administrator or teacher at Saranac
 Community Schools up to a maximum of 100 days.
 - ii) Upon termination for any reason except retirement or termination for just cause, an Administrator who has been at Saranac Community Schools for less than twenty (20) years, shall be entitled to \$50 for each accumulated sick day, while serving as an administrator, to a maximum of 100 days.
- b) Twenty (20) vacation days per year. Five (5) days may be carried over to the 2012-2013 Contract. All scheduling of vacation is subject to the approval of the Board.
- c) Superintendent is entitled to the following holidays for which no service to the School District is required: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Years Day, Good Friday, and Memorial Day.
- d) Five (5) personal days per year. These days will not be cumulative.
- e) Up to three (3) days per incident shall be allowed for death in the immediate family. Immediate family is defined as: spouse, child, step-child, sibling, step-sibling, parent or step-parent, spouse's parent or step-parent, grandparents or step-grandparents, spouse's grandparents or step-grandparents, grandparents or step-grandparents.

i. <u>TRANSPORTATION</u>

The Board shall reimburse the Superintendent at the current rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent of Schools.

ii. <u>TERMINATION PROVISIONS</u>

The Superintendent shall be subject to discharge for conduct involving moral turpitude, good and just cause. No discharge shall be effective until written charges have been served upon him and he shall 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. The non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board, shall not constitute discharge within the meaning of this Contract.

iii. <u>VENUE</u>

In the event there is a dispute regarding the terms of this contract or the enforcement thereof or for damages hereunder, the same shall be litigated in the trial courts of Ionia County, Michigan regardless of the residence of any party to the dispute.

MERGER CLAUSE

This agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements, representations and/or understandings between the parties. All prior agreements, representations and/or understandings between the parties are hereby extinguished. The employee acknowledges and agrees that in executing this agreement she is not relying on any representation by the employer not set forth in this agreement.

v. <u>NO MODIFICATIONS CLAUSE</u>

The terms of this agreement may not be revised by oral and/or written statements made by individual Board of Education members or any other representative or agent of the Board of Education. No change or modification of this Contract of Employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this Contract shall be valid unless it is in writing, signed by the Superintendent and the board and formally approved by the Board.

vi. <u>SEVERABILITY CLAUSE</u>

If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to any party.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed this 23rd day of March, 2011.

Saranac Community Schools Saranac, Michigan

NH

President

Secretary

Winness

www.saranac.k12.mi.us

Telephone 616-642-1400 Fax 616-642-1405

Addendum to Maury Geiger's Contract:

From March 23, 2011 to June 30, 2011 Maury Geiger will be paid \$200 per day (based on an 8 hour day) spent at Saranac Community Schools in preparation for assuming duties as superintendent on July 1, 2011, not to exceed \$2,000.

Saranac Community Schools Saranac, Michigan

President

Secretary

Letter of Understanding # 1 (2011-12)

It is mutually agreed that the Board will take official action to determine whether the Superintendent contract should be extended for an additional year/years by March 30th, 2012.

This letter of understanding binds neither the Board nor the Superintendent to any position in future situations or contracts.

StRawen
Steve LaWarre, President
Doubl Sour
Dan Lauer, Vice President
Marialdonte
Andrea Adgate, Secretary
Judy Jutak - Hill Jydy Tutak-Hill, Treasurer
Chris Coulson, Trustee
Chris Codison, Trustee
You Have
Tom Hardy, Trustee
Brent Denny, Trustee ()
12-15-2011
Date

Saranac Community Schools

88 Pleasant Street Saranac, Michigan 48881

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Telephone 616-642-1400 Fax 616-642-1405

March 29, 2012 School Board Meeting

<u>SUPERINTENDENT'S CONTRACT EXTENSION:</u> Vice-President, Dan Lauer reported that it has been a lengthy and in-depth evaluation process that has went very well. The board thanked Mr. Geiger for his hard work and dedication to the district.

Motion by Adgate, supported by Hardy and unanimously approved that the Saranac Board of Education approve Superintendent, Maury Geiger's contract extension by one year to (2014).

Saranac Elementary School Connie Hamilton, Co-Principal, Curriculum Director Jason Smith, Co-Principal, Transportation Director Phone 616.642.1200 Fax 616.642.1205 Saranac Junior-Senior High School Beth Simpson, Co-Principal, Special Ed Director Josh Leader, Co-Principal, Athletic Director Phone 616.642.1100 Fax 616.642.1105

Saranac Community Schools

Maury Geiger, Superintendent 88 Pleasant Street Saranac, Michigan 48881

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Telephone 616-642-1400 Fax 616-642-1405

Approved at the June 19, 2014 Board Meeting:

<u>SUPERINTENDENT'S EVALUATION:</u> Motion by Tutak-Hill, supported by LaWarre and unanimously approved that the Saranac Board of Education approve Superintendent, Maury Geiger's evaluation for the 2013-14 school year and recommend that he receive an Effective evaluation as presented.

<u>SUPERINTENDENT CONTRACT EXTENSION:</u> Motion by Tutak-Hill, supported by Hawkins that the Saranac Board of Education extend Superintendent, Maury Geiger's contract through June 30, 2016 as presented. Voting Yes: Tutak-Hill, Hawkins, Coulson, Doll, and LaWarre. Voting No: Lauer. Motion Passed.

Saranac Elementary School Connie Hamilton, Co-Principal, Curriculum Director Jason Smith, Co-Principal, Transportation Director Phone 616.642.1200 Fax 616.642.1205 Saranac Junior-Senior High School Beth Simpson, Co-Principal, Special Ed Director Josh Leader, Co-Principal, Athletic Director Phone 616.642.1100 Fax 616.642.1105

Saranac Community Schools

Maury Geiger, Superintendent 88 Pleasant Street Saranac, Michigan 48881

www.saranac.k12.mi.us

Telephone 616-642-1400 Fax 616-642-1405

January 29, 2015 Special Board Meeting

<u>SUPERINTENDENT'S EXTENSION:</u> According to the Superintendent's contract Item #2 Contract Period it states, "On or before January 31, the Board shall take official action to determine whether this Contract should be extended for an additional year/years. The Superintendent shall be provided with written notification of any action taken by the Board."

Motion by Price, supported by LaWarre that the Saranac Board of Education extend Superintendent, Maury Geiger's contract through June 30, 2017 as presented. Voting Yes: Coulson, Denny, Doll, LaWarre, Price & VanKuiken. Voting No: Hawkins. Motion Passed.

Saranac Elementary Jason Smith, Principal Phone 616.642.1200 Fax 616.642.1205

Connie Hamilton, Curriculum Director Phone: 616.642.1203 Saranac Junior Senior High Josh Leader, Principal Phone 616.642.1100 Fax 616.642.1105