

# **CONTRACT OF EMPLOYMENT**

## **School Administrator**

### **Term and Duties**

#### **TERMS OF CONTRACT**

It is hereby agreed by and between the Board of Education of the Gull Lake Community School (hereinafter "Board") and Raphael Rittenhouse (hereinafter "Administrator") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on 11th day of June, 2019, has and does hereby employ the said Administrator for a period commencing on July 1, 2019, and ending on June 30, 2021, according to the terms and conditions as described and set forth herein as follows:

#### **DUTIES AND QUALIFICATIONS**

1. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment within the School District at the discretion of the Board.

2. Administrator represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law including Sections 1246 and 1536 of the Revised School Code, 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 are and may be required by law and/or 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 obligation 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. Administrator agrees to faithfully perform those duties 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 policies of the School District during the entire term of this Contract. 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 is expected to be a visible and active member in the school community as well as the greater Gull Lake Community.

#### **COMPENSATION**

5. Administrator shall be paid at an annual (twelve month) salary rate of not less than **One Hundred Thirty-Four Thousand Dollars (\$134,000.00)** in consideration for his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the commencement of the School Fiscal year (July 1 - June 30).

The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Any increase 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.

5A. As part of his remuneration for service and consistent with Section 1250 of the Revised School Code, Administrator may become eligible to receive merit pay compensation based on job performance and job accomplishments. The Board will annually establish specific performance objectives for the Administrator to be accomplished within the fiscal year. As a component of the annual performance evaluation process the Board will determine whether or not Administrator has attained those performance objectives. If the Board determines that some or all of the performance objectives have been attained, it will allocate up to Five Thousand Dollars (\$5,000) to Administrator's salary for that fiscal year, with that amount to be remitted on or before June 30 of that fiscal year. Any amount allocated under this provision shall be based exclusively on the Board's judgment of Administrator's success in attaining the specified performance objectives. If awarded, merit pay is limited to the fiscal year in which it is awarded and does not become part of the Administrator's regular annual salary or annual salary rate, as specified in paragraph 5 of this Contract, for any succeeding fiscal year.

6. The Administrator shall be eligible to be reimbursed for travel, meals and lodging in accordance with expense and reimbursement procedures established by the Board for all out of district travel. Any expense to be incurred by Administrator for out-of-district travel shall be submitted in advance for review and approval by the Board. Administrator shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

#### **EVALUATION**

7. Administrator's performance shall be evaluated by the Board annually, not later than June 30<sup>th</sup> of each contract year.

#### **TERMINATION AND NON-RENEWAL**

8. The Board shall be entitled to terminate the Administrator's employment at any time during the term of this Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or for other reasons that are not arbitrary or capricious. The Board shall also be entitled to terminate the Administrator's employment if he materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board of Education.

In the event that the Board undertakes to dismiss Administrator during the term of this Contract he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

### **LEAVE OF ABSENCE. MEDICAL EXAMINATIONS AND INQUIRIES**

9. In the event of Administrator's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday periods to be unpaid. Health plan premium payments shall be made on behalf of Administrator during this interval to the extent required by law. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work, at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

10. Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by an underwriter, policyholder or third party administrator providing insurance programs specified under the Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

### **EXCLUSION OF TENURE**

11. Administrator agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the 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, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

### INSURANCE BENEFITS

12. Upon proper application and acceptance for enrollment by the insurance underwriter, policyholder and/or third party administrator, effective July 1, 2019, the Board shall make monthly premium payments on behalf of Administrator and his/her eligible dependents for the following insurance programs: Health, Dental, Term Life Insurance, Vision, Long Term Disability and Retirement (Participation in the MPSERS Program).

13. The Board reserves the right to change the identity of the insurance carrier, policy holder 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 underwriters, policy holder 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 Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

Administrator agrees that the Board has the right to allocate to Administrator responsibility for a portion of the premium for the insurance coverages specified in paragraph 12 of this Contract, as may be determined by the Board, in its discretion. However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Administrator of the premium amount for which he is responsible in excess of the Board paid premium contributions. Administrator agrees that the amount of premium contributions designated by the Board as Administrator's responsibility shall be payroll deducted from Administrator's compensation.

### PAID LEAVE

14. Administrator is entitled to the following holidays for which no service to the School District is required: the day before New Year's Eve, New Year's Eve, New Year's Day, Good Friday (floating day if school is in session), Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the day before Christmas Eve, Christmas Eve and Christmas Day. If the School District calendar includes any of the aforementioned as a teacher workday a floating holiday will be made available in the same calendar year to replace the workday.

15. Administrator is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 - June 30) as scheduled by the Board. Administrator shall be granted vacation time of twenty (20) days per contract year. Vacation days must be used within the contract year for which they are made available and Administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall use vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

16. If Administrator is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of one and one-half days (1.5) per month or eighteen (18) days per contract year. Unused paid leave days hereunder shall be cumulative to a maximum of one hundred fifteen (115) days for absence due to personal illness or disability of Administrator and upon retirement through MSPERS, by filing and executing a final salary affidavit, will be reimbursed at 50% of per diem rate.

17. Administrator shall be eligible for two personal business days per contract year (July 1 - June 30). Personal business days are for business items that cannot be arranged around a school calendar. These do not carryover between fiscal years.

#### **PROFESSIONAL DUES/GROWTH**

18. Subject to express approval by the Finance Committee of the Board, the fees or dues for membership in appropriate professional organization shall be paid by the Board. The District shall pay the fees or dues with the following organizations: the American Association of School Administrators, the Michigan Association of School Administrators, and M.A.S.A. region in which the School District is located. Other organizations can be joined and fees paid by the District, subject to approval by the Board.

Subject to prior approval by the Finance Committee of the Board, the Administrator may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board.

19. Subject to prior approval by the Finance Committee of the Board, the District shall reimburse the Administrator for tuition expenses incurred for successfully completed academic university courses in accordance with the Districts Tuition Reimbursement Benefits.

#### **RELOCATION EXPENSES**

20. Administrator will be provided paid moving expenses not to exceed \$5,000 in the event Administrator elects to establish residency in the District, to move his/her household and all reasonable and customary items of the household, to his residence within the boundaries of the District.

#### **ENTIRE AGREEMENT**

21. 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. 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.

#### **DISPUTE RESOLUTION**

22. In the event of any dispute between the parties relating to discharge or Administrator during the term of this contract, the parties hereby agree to submit such a binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Uniform Arbitration Act, MCL691.1681 et seq. and MCR 3.602.

The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Administrator arising from Administrator's discharge during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict Administrator from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the

Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers compensation which may be brought by Administrator. Instead, this agreement to arbitrate claims applies to those matters, which would otherwise be subject to state or federal court proceedings.

This agreement to arbitrate means that Administrator is waiving his right to adjudicate discrimination claims in a judicial form and is instead opting to arbitrate those claims. In any such arbitration proceeding, Administrator shall have the right to representation by counsel of his choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery and the right to a fair hearing. However, Administrator, through this agreement to arbitrate such claims, does not waive any statutory rights or remedies in the context of such arbitration proceedings.

The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator.

Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred (180) days of the effective date of Administrator's discharge during the term of this Contract. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Ninth Judicial Circuit of Michigan (Kalamazoo County).

Administrator agrees that any claim or suit arising out of Administrator's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the limitation period herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows any unreasonably short period of time to commence a suit, it is the intent of the parties that the court enforce this provision to the extent fully possible and declare the suit barred.

**SEPARABILITY**

If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provision(s).

**AUTHORIZATION**

This Contract is executed on behalf of the Gull Lake Community School District the authority granted as contained in the resolution of the Board adopted on June 11, 2019, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year first above written.

DATE: 6-11-19

  
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RAPHAEL RITTENHOUSE, SUPERINTENDENT

DATE: 6-11-19

  
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CAROLE MENDEZ, BOARD PRESIDENT

DATE: 6-12-2019

  
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BRAD BAGLEY, BOARD SECRETARY