

**Imlay City Community Schools**  
**Imlay City, Michigan 48444**

**Contract of Employment for Superintendent of Schools**

This Contract entered into this 27<sup>th</sup> day of February, 2012 by and between Imlay City Community Schools of Imlay City, Michigan, hereinafter referred to as School and Gary Richards of Imlay City, Michigan, hereinafter referred to as Richards.

***It is hereby agreed*** between School and Richards as follows:

1. School agrees to employ Richards as the Superintendent of Schools for the term of three (3) years from July 1, 2012 to and including June 30, 2015.
2. Richards hereby accepts said employment for said term and represents to School that he is qualified under the laws of the State of Michigan to act as Superintendent of Schools and that he holds all certificates and credentials required by law to accept this administrative position.
3. Richards agrees to perform the duties of Superintendent of Schools in a competent and professional manner, subject to the established policies and regulations of the Board of Education of Imlay City Community Schools and the laws of the State of Michigan in a manner satisfactory to the Board of Education of Imlay City Community Schools.
4. School agrees to pay Richards for his services as Superintendent in the amount of \$119,101 for the 2012-2013 School Year
5. Annual evaluations shall be performed by the Board in accordance with Board Policy by February 1 of each school year, based on goals mutually agreed upon with the Board and Superintendent by July 1. Also, the Board of Education or a committee of the Board of Education shall annually discuss the working relationships between the Superintendent and the Board. It shall be the Superintendent's responsibility to schedule such meetings at a time mutually convenient with both parties.
6. As a part of this contract, School agrees to review the status of Richards annually in February. After the review of February 2013, School agrees to consider a one-year contract extension, the terms of which shall be agreed upon by School and Richards. Each year thereafter the School will review the status of Richards and consider a one-year contract extension.
7. Richards shall receive all fringe benefits granted by the School to other administrators employed by the School District.
8. School agrees to pay Richards for all mileage out of district at the rate prescribed by the school district. Additionally, the school agrees to pay Richards a stipend of \$100.00 per year for mileage within district.

9. School shall pay an amount of Five Thousand Dollars (\$5,000.00) annually to a deferred compensation program of Richards' choosing.

10. Richards shall receive paid membership in professional associations as approved by the Board and such approval shall not be unreasonably withheld. The School shall reimburse Richards for reasonable expenses incurred in the performance of his duties.

11. Richards shall attend appropriate professional meetings at the local, state and national level, the expenses of said attendance to be incurred by the District. School expects Richards to continue his professional development and expects him to participate in relevant learning experiences. Richards shall file an itemized expense statement for any expenses incurred in complying with this contract provision.

12. Richards shall receive five (5) weeks vacation exclusive of legal holidays. Vacation and personal days shall be taken in the year in which they were earned and shall not be cumulative. Holiday include: Fourth of July, Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day, Business days between Christmas and New Year's Day, New Year's Day, President's Day, Good Friday, Day after Easter, Memorial Day.

13. Richards shall undergo a physical examination by the physician of his choice on a biannual basis. The Board agrees to reimburse Richards for the expense that is not covered by health insurance.

14. School agrees, as a further condition of this employment, that it shall defend and hold harmless and indemnify Richards from any and all demands, claims, suits, actions, and legal proceedings brought against Richards in his individual capacity or in his official capacity as agent and employee of the School, provided the incident arose while Richards was acting within the scope of his employment.

15. It is understood and agreed that this contract does not confer tenure upon Richards in the above-described position or any other administrative position with the School District.

16. School agrees to pay Richards up to Five Thousand (\$5,000.00) annually for successfully completing a mutually agreed upon plan. Details of the plan are to be outlined in a separate agreement and agreed upon annually.

17. By mutual agreement with the Board in advance, Richards may undertake consultative work, speaking engagements, writing or lecturing. Such activities shall not interfere with the time available or the performance rendered by Richards to satisfactorily perform his duties to School. Any honorarium received by Richards for any of the above mentioned activities which take place on school time shall be relinquished to the School District.


18. Richards shall maintain all certificates required by the State of Michigan for his position as superintendent of schools.

19. Richards has the authority to operate the School District in accordance with the Michigan School Code 380.132.

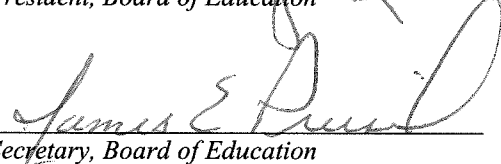
The responsibility for selection, placement and transfer of personnel shall be vested in Richards, subject to approval by the Board. The Board individually and collectively will refer promptly all criticism, complaints and suggestions called to its attention to Richards for study and recommendation.

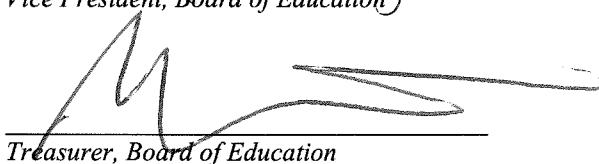
20. Richards agrees that as a condition of employment he shall maintain the high standards of ethical conduct of the educational profession and not engage in any act of moral turpitude.

***In Witness Whereof***, the parties hereto, the School by the membership of the Board of Education pursuant to a motion adopted at a legal meeting of the Board of Education held the 27<sup>th</sup> day of February, 2012 has executed this contract on behalf of the Imlay City Community Schools and Richards hereunto subscribed his name on this 27<sup>th</sup> day of February 2012.

  
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President, Board of Education

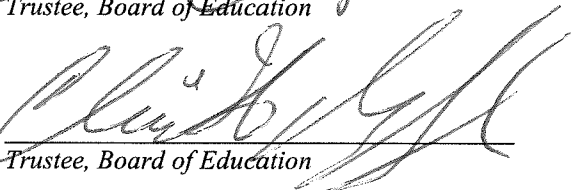
  
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Vice President, Board of Education

  
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Secretary, Board of Education

  
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Treasurer, Board of Education

  
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Trustee, Board of Education

  
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Gary Richards Superintendent