

**RICHMOND COMMUNITY SCHOOLS
RICHMOND, MICHIGAN**

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT, amended and entered into this 23rd day of January, 2012 by and between Richmond Community Schools (hereinafter the "School District") and Dr. Linda Olson (hereinafter the "Superintendent"). This agreement revokes and otherwise supersedes any and all other contracts or agreements that may be in effect as of this date which concern the employment relationship between the Superintendent and the School District.

IT IS AGREED:

1. **Employment:** The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District for the period of time commencing July 1, 2010 and ending June 30, 2014 subject to all covenants and conditions of this contract. It is understood and agreed that the Superintendent is employed in the capacity of Superintendent as defined in the Michigan Revised School Code.

2. **Duties:** The Superintendent agrees to serve the School District and perform the duties in her capacity as Superintendent as directed by the Board of Education for the School District (hereinafter the "Board") and as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board and to carry out its programs, policies, rules and regulations during the entire term of this contract.

3. **Compensation:** The School District agrees to pay the Superintendent a salary of One Hundred Ten Thousand and 00/100 Dollars (\$110,000.00) per annum. The amount of such salary may be adjusted by action of the Board of Education for the School District from time to time thereafter, but shall in no event during the term hereof be less than One Hundred Ten and 00/00 Dollars per annum (\$110,000.00). Consistent with the provisions of Section 1250 of the Revised School Code, Superintendent's job performance and job accomplishments will be significant factors in determining any adjustment to Superintendent's compensation. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board of Education's authorized representative shall become a part of this contract.

The Superintendent agrees to devote her time, skill, labor and attention to this employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the Board of Education or as otherwise required by law. The above annual salary shall be paid in equal installments in accordance with the policy of the Board of Education governing payment of other administrative personnel employed by the School District. Each year the Board shall review the Superintendent's total compensation package as part of her annual performance evaluation.

As additional compensation, an annuity, totaling three (3%) of the annual salary, will be paid by the Board. Payment to the annuity account shall be made to one of the designated companies registered with the District. If the Superintendent severs employment prior to year's end, the annuity will be pro-rated. Payment of the annuity shall be made before June 30th of each fiscal year.

4. **Work Year**: The Superintendent shall perform her duties over the full twelve (12) months of the School District's fiscal year (July 1 to June 30), less applicable vacation, leave and holidays. The Superintendent shall be expected to attend meetings of the Board of Education and its committees and to attend and participate in School District functions or, on occasion, other civic activities having relation to the School District. The time expended in attending such meetings and activities has been taken into account in setting the aforesaid salary, and thus no additional compensation shall be forthcoming for such attendance.

5. **Tenure**: It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any other administrative capacity by virtue of this contract of employment.

6. **Evaluation**: Annually, but not later than April 1 of each calendar year while the contract is in force, the Board shall review and evaluate the Superintendent's progress towards established goals, and working relationships with the Board, the staff and the community and provide the Superintendent with a written copy of its evaluation. If required by the Revised School Code, the evaluation will be based upon multiple rating categories that take into account data on student growth as a significant factor.

7. **Conflict of Interest**: The Superintendent will faithfully serve the School District and be regardful of its interest during the term of this contract, and thereafter to the extent required by this contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make full disclosure of same to the Board of Education for its review and disposition, which disposition shall be controlling and complied with by the Superintendent.

8. **Other Work**: Subject to the prior consent of the Board or its President, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

9. **Professional Activities**: The Superintendent shall attend appropriate professional activities at the local, state and national levels. Within the budget, as approved by the Board, such costs of attendance shall be paid by the School District.

10. **Membership Dues**: The School District shall pay the cost of the Superintendent's membership in educational, professional and local civic or fraternal organizations.

11. **Medical Examination**: At least once a year during the term of this contract, the Superintendent shall have a medical examination, the costs for which shall be paid by the School

District. A copy of the report from the examination or a certificate of the physician certifying the fitness of the Superintendent shall be provided to the President of the Board of Education as soon as it is available following the examination. The Board of Education reserves the right to direct the Superintendent to an examining physician for a medical report if, in its judgment, there are circumstances which warrant a verification of either the physical or psychological competence of the Superintendent. The reports from both the annual examination and the latter examinations may be shared by the President of the Board of Education with the other trustees but shall otherwise be maintained in confidence.

12. **Board Meetings:** Among her other duties, the Superintendent shall prepare the agendas for each Board of Education meeting in consultation with the President of the Board or the President's designee, and forward same to each member of the Board, along with her recommendations and supporting documentation on each agenda item, consistent with policy and procedure so that each member can assimilate such information prior to the meeting.

13. **Disability:** Should the Superintendent be unable to perform the duties and obligations of this contract, by reason of illness, accident or other causes and such disability exists for a period of more than one hundred twenty (120) calendar days, the Board of Education, at its option, may terminate this contract, whereupon the respective rights, duties and obligations of the parties shall there by terminate. Likewise, if it is immediately determinable that such disability is permanent, irreparable or of such nature as to make the continued performance of the Superintendent's duties improbable, the Board, at its option, may forthwith terminate this contract, whereupon the respective rights, duties and obligations of the parties shall there by terminate. This provision shall not in any way derogate from any long-term disability insurance benefits that apply by operation of other provisions of this contract.

14. **Mileage:** Mileage shall be reimbursed at the current Internal Revenue Service rate for any school-related travel outside the School District.

15. **Vacation:** The Superintendent shall receive (23) days of vacation in each year of this four year contract. These days shall be available for use by the superintendent on July 1st of each of the years of the contract, to be taken with the permission of the President of the Board/designee. Regardless of when the days are available for use they shall be earned at a rate of 1.9166 days per month. In the event the Superintendent leaves the employment of the District during the contract year, she shall be paid for the number of earned unused days, or must reimburse the District for days used that were not earned. Superintendent agrees that the reimbursement owed by Superintendent may be payroll deducted. The Superintendent may request a carry over, into the ensuing school year, unused vacation days that must be used by October 1st, subject to Board approval. Any days not used from the previous school year will be forfeited if not used.

16. **Holidays:** The Superintendent is entitled to ten (10) paid holidays: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Eve and Christmas Day.

17. **Life Insurance:** The School District shall provide the Superintendent with a term

life insurance policy, if the Superintendent qualifies, providing coverage in the face amount of One Hundred Seventy Five Thousand (\$175,000). The provision of said insurance coverage shall be subject to the condition of the Superintendent's health being such that she qualifies, within the requirements of the insurance carrier, for coverage on a non-rated premium basis.

18. **Other Insurance Benefits:** The Superintendent shall be entitled to insurance coverage providing benefits for long-term disability, health/medical service, dental treatment and services, accidental death and dismemberment and optical appliances as granted to other administrators within the bargaining unit as provided in Article IX, Section A and B.

In the event that the Superintendent elects not to receive health, dental, or vision insurance, arrangements shall be made that will allow her to receive compensation that is equal to the administrator's package as outlined in Article IX, Section B3.

In the event there is legislation that limits the percentage of the premium the District pays, the District will discuss implications of that legislation.

The Superintendent acknowledges that these benefits may be modified or changed, from time to time, by resolution of the Board, and that, in so doing, will alter these conditions and benefits. It is, moreover, acknowledged by the Superintendent that such potential modification or changes may reduce the level of benefits which these conditions and benefits will presently afford her.

The School District agrees that it shall provide insurance to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of her authority and during the course of her employment, excluding criminal litigation. The terms of the insurance policy or policies shall be controlling respecting defense and indemnity of Superintendent. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

19. **Leave Days:** At the beginning of each fiscal year, the Superintendent shall be credited with fifteen (15) sick days. These days shall be earned at a rate of one and one quarter (1.25) days per month. Sick leave days may be utilized when the Superintendent is ill or has suffered a disabling injury. In the event that the Superintendent leaves the employment of the School District before the end of the fiscal year, she shall be required to reimburse the School District for sick leave days that were utilized but not yet earned. Superintendent agrees that reimbursement owed by her may be payroll deducted. At the end of the fiscal year, any earned but unused sick leave days will be accrued and can be used in future years.

Upon termination of employment, the School District will compensate the Superintendent for one-third (1/3) of any accrued earned, but not yet utilized, sick leave days at her daily rate of pay at that time.

During the life of this contract, a supplemental reserve of unearned sick leave days will be maintained for the Superintendent. This reserve of unearned sick leave days will be used to bridge the Superintendent to long term disability should the Superintendent suffer a permanently disabling illness or accident. At the commencement of employment, the reserve will be credited with ninety (90) supplemental sick leave days. During the life of this contract, the number of days in the reserve will be reduced by the number of sick leave days accrued by the Superintendent, plus the number of sick leave days she has earned in the current fiscal year. At no time will the supplemental reserve of sick leave days exceed ninety (90) days. Upon termination of employment, the Superintendent will not be compensated for any supplemental sick leave days in the reserve.

20. **Personal Leave Days:** The Superintendent shall be granted five (5) personal leave days in each year of this contract. These days shall be used with the permission of the President of the Board/designee. Unused personal leave days shall be paid at the end of the school year at a rate of fifty percent (50%) of her then current daily rate of pay.

21. **Bereavement Leave:** The Superintendent shall be permitted to be absent from her duties without loss of pay for reasons of death in her immediate family for up to five (5) duty days for each occurrence. The immediate family shall be defined as spouse, children, parents of either spouse, stepchildren, father or mother of either spouse, stepparents, grandparent of either spouse, grandchildren, sibling of either spouse, spouse of sibling of either spouse, stepbrother, stepsister or any other person acceptable as an exemption on the Superintendent's income tax or any person who makes his/her home with the Superintendent and in the judgment of the Board President/designee is emotionally dependent on the Superintendent as members of a household.

22. **Agreements With Other Employee Groups:** The salary, fringe benefits, rights and privileges to be afforded the Superintendent in the employment relationship with the School District herein contemplated shall be exclusively determined by the terms and conditions of this contract and any later amendments hereto and shall not be determined or controlled by other contracts and agreements between the School District (and/or its Board of Education) and various employee groups.

23. **Totality of Terms:** This contract contains all of the terms agreed to by the parties with respect to the subject matter of this contract and supersedes all prior contract, arrangements and communications between the parties concerning such subject matter, whether oral or written.

24. **Termination of Contract:** In addition to any other rights the School District may have by law or under this contract, this contract may be terminated at any time during its term by the School District for acts of moral turpitude, misconduct or if the Superintendent violates any of the terms of covenants of this contract. In such event, the Superintendent shall be advised in writing, in advance, of the Board's intention to consider effecting such a mid-term termination and provided an opportunity for a hearing in regard to the prospect of such termination, which hearing may be open to the public or closed, at the Superintendent's option. Following the hearing, should the Board of Education determine to terminate this contract, the parties hereby agree to submit any dispute arising out of termination of this contract to arbitration, the award

arising out of which shall be binding on the School District and the Superintendent and enforceable in any court of competent jurisdiction in this state. The scope of the arbitrator's review pursuant to this submission agreement shall be limited to determining whether the Board of Education acted arbitrarily and capriciously in its determination to terminate the Superintendent's employment. The arbitrator shall be selected through the mutual cooperation between the representatives or counsel for the respective parties, failing agreement on which may be referred by either party to the Detroit Regional Office of the American Arbitration for appointment of an arbitrator and processing under their Voluntary Labor Arbitration Rules.

25. **Renewal of Extension:** Any renewal or extension of this contract shall be accomplished through a written document, either amending this contract or superseding it. Non-renewal of this contract shall be accomplished by delivery of a written notice from the Board of Education for the School District to the Superintendent prior to the expiration date of this contract, in conformity with the applicable requirements of the revised School Code, currently MCL380.1229.

26. **Records:** The parties acknowledge that pursuant to Sections 1230, 1230a and 1230b of the Revised School Code, employment pursuant to this Agreement is conditional until such time as both parties have fully complied with said Sections. In this regard, both parties agree to fulfill all duties and obligations expressed and implied in these sections of the Revised School Code. The Superintendent further acknowledges employment pursuant to this contract is conditional upon the School Districts's receipt of response(s) to unprofessional conduct checks pursuant to Section 1230b of the Revised School Code deemed satisfactory to the School District.

27. **Residency:** The Superintendent agrees to maintain residency within 20 miles of the boundaries of the Richmond Community School District. The Board agrees to reimburse the Superintendent up to \$2,000.00 dollars towards moving expenses as confirmed by a receipt for such expenses.

28. **Other:** Subject to approval by the Board, the Superintendent shall have complete authority to organize, reorganize and arrange the administrative and supervisory staff, including personnel, instruction and business affairs, which in her judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

The Board, individually and collectively, shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation if the individual Board members deem referral to be warranted based upon the nature of the complaints, criticisms and suggestions.

By: Linda Olson
Superintendent
Richmond Community Schools

Dated: February 28, 2012

By: Margaret E. DeHoff
President, Board of Education
Richmond Community Schools

Dated: February 28, 2012