



Vanderbilt Area School

The mission of the Vanderbilt Area School is to graduate respectful, responsible, lifelong learners empowered to meet future challenges.

Vanderbilt Area School CONTRACT OF EMPLOYMENT

Superintendent/K-12Principal

CONTRACT OF EMPLOYMENT

Superintendent/K-12 Principal

THIS AGREEMENT entered into this 18th day of June between Vanderbilt Area School Board of Education, hereinafter called "BOARD," and Mr. David Harwood, hereinafter called "Superintendent."

1. WITNESSETH

The BOARD hereby agrees to engage the Superintendent in the Superintendent/K-12 Principal/Preschool Director for a period of three years, commencing on the 1st day of July 2023 and ending on the 30th day of June 2026. (Hereafter called Superintendent). The Superintendent hereby accepts the foregoing employment and agrees to perform the duties presently prescribed for the aforesaid position in accordance with all laws applicable thereto and the rules and regulations of the BOARD pertinent thereto. Superintendent further agrees that he possesses and will maintain all certifications and qualifications required by applicable law and the Board during the term of this agreement.

2. DUTIES

Employee shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

3. QUALIFICATIONS

The Superintendent represents that he/she possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent. If, at any time, the Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent as required herein, this contract shall automatically terminate, and the Board shall have no further obligations.

4. PERFORMANCE

The Superintendent agrees during the period of this contract to faithfully perform his/her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. He/she will act as an advisor to the Board on matters pertaining to the school administration or the school district and he/she will inform the Board as to administrative action taken on its behalf.

5. EXECUTIVE DUTIES

The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He/she will faithfully and diligently fulfill all duties and obligations incumbent upon him/her as the executive head of the school system and school district. Further, the Superintendent pledges to use his/her best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his/her share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his/her duties as Superintendent.

6. COMPENSATION

The BOARD agrees that compensation for the 2025–2026 school year, the Superintendent’s base salary shall be \$105,000. For the 2026–2027 school year, the base salary shall be \$107,100. For the 2027–2028 school year, the base salary shall be \$109,242. In addition, the Superintendent shall receive a stipend of \$5,000 for supervision of the Adult Education Program and a stipend of \$5,000 for supervision of the GRSP Program. The BOARD agrees to pay the Superintendent on an annual basis in twenty-six (26) equal installments.

7. TERMINATION BY SUPERINTENDENT

The Superintendent can terminate this contract by providing written notice to the District at least thirty (30) days prior, and such notice must be delivered to the Board of Education of the District. This Contract is also subject to non-renewal as per the Michigan Revised School Code.

8. CONTRACT DURATION & REVIEW

The Superintendent shall be afforded a three-year individual contract under this Agreement. The Board shall review each such contract annually. The extension of the contract is determined by the evaluation process as described in paragraph 22.

9. NON-DIVISIBILITY

Nothing in this Agreement shall be construed to render the obligations of either party under this contract divisible in the event of a breach on the part of either party of this AGREEMENT.

10. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in the Superintendent position established by virtue of this Contract of Employment or in any other non-teaching position, but that said Superintendent shall have continued tenure as a classroom teacher at the expiration of this contract and/or termination of the Superintendent's employment in any administrative capacity; in accordance with Article III, Section 1, of the Michigan Teacher Tenure Act.

11. ORGANIZATIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, The Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

12. REIMBURSEMENT OF MILEAGE AND EXPENSES

The board should reimburse the Superintendent for mileage related to district business at the IRS reimbursement rate. In addition, the board shall reimburse the Superintendent for all reasonable additional expenses in conducting business, for example; hotel charges, meal charges, etc.

13. SICK LEAVE

The Superintendent shall be provided with twelve (12) days per year to accumulate no more than 40 days. Sick days shall not be subject to compensation upon termination of employment.

14. PERSONAL DAYS

Three (3) personal business days per contract year (no accumulation). Unused personal business days will be added to the principal's sick leave total.

15. JURY DUTY

If the Superintendent is required to be on jury duty, the District shall compensate the Superintendent the difference between the compensation received while on jury duty and his regular salary.

16. FUNERAL DAYS

The Superintendent shall be granted up to three (3) working days of bereavement days for the death of a family member.

17. HOLIDAYS

The District shall provide the Superintendent the following holidays off with pay: New Year's Eve Day, New Year's Day, Memorial Day, July 4th, Labor Day, Good Friday, or the Monday after Easter if they are non-school days, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Eve Day, Christmas Day.

18. VACATION

The Superintendent shall be entitled to twenty (20) vacation days annually to be scheduled in advance. Notification shall be given to the Board President prior to the use of said vacation days. Vacation days to be used during the time school is in session must have prior approval by the Board President. If unable to utilize vacation days because of responsibilities of the position, unused vacation days beyond 15, as computed on June 30th shall be reimbursed at the daily rate or at the Superintendent's discretion, as in a contribution to his Tax Deferred payment account or as a T.S.A.

19. INSURANCE BENEFITS

The Board of Education shall contribute toward a medical benefit plan following state mandated cap. The insurance plan will be comparable but not less than the coverage offered to the Vanderbilt Area Schools Professionals Association. The Board agrees to provide Term Life Insurance at twice the salary (for example 23-24 it would be \$200,000).

20. ANNUITY

The Superintendent shall be paid an annuity and/or other retirement vehicle each year equal to 5% of his annual base salary. Said vehicle shall be tax deferred and deposited by the District.

21. ENTIRE AGREEMENT

This is the entire agreement between these parties. No oral or other promises have induced Superintendent to enter into this Agreement. Modifications can be made only in writing and approved by the Board of Education in a public meeting.

22. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process of the MASB (<https://www.masb.org/tools-and-templates/assessments-and-evaluations/superintendent-evaluation>). If the evaluation is Effective or Highly Effective, a one-year extension of the contract length shall be granted.

23. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she has 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/she may have legal counsel at his/her own expense.

24. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense 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 costs of such respective representation.

Superintendent Signature _____ Date _____

Board President Signature _____ Date _____

Board Secretary Signature _____ Date _____



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