

**FRANKENMUTH SCHOOL DISTRICT**  
**SUPERINTENDENT'S CONTRACT**

THIS CONTRACT, entered into this 1<sup>st</sup> day of **July 2020** between the Board of Education, hereinafter called the "Board" and **Adele Martin** hereinafter called "Superintendent."

WITNESSETH:

**1. TERM**

The Board agrees to employ **Adele Martin** as Superintendent of its schools for the term of **2 years** from **July 1, 2020** to and including **June 30, 2022**.

The Board shall review this contract with the Superintendent annually and shall on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, this contract shall be deemed to have been extended for an additional year.

**2. DUTIES**

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

**3. EVALUATION**

The Board shall evaluate the Superintendent quarterly using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. The November meeting will serve as the first periodic evaluation. The written evaluation will be completed for the December meeting.

**4. COMPENSATION**

The Board agrees to pay the Superintendent for her services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be \$115,396 (step2) annually per the Frankenmuth School District Fiscal Employee Salary Schedule. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

**5. BUSINESS EXPENSE**

Actual and necessary expenses incurred by Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education, shall be reimbursed upon submission of receipts and reports of expenditures; provided however, no District funds will be used for alcoholic beverages and no reimbursement shall be made therefore. All such expenses must be approved by the Treasurer of the Board of Education.

## **6. FRINGE BENEFITS**

Leave privileges, sick days, insurance, and fringe benefits shall be as follows:

- The Superintendent shall be entitled to five (5) weeks vacation, exclusive of holidays, each year at a time mutually agreeable to both parties.
- Other than as specified herein, the Superintendent shall have all fringe benefits granted to teachers employed by the Board.
- The Superintendent shall have the same longevity benefits granted to administrators employed by the Board.
- The Board shall provide the Superintendent with a monthly automobile allowance of \$350.

## **7. CERTIFICATION AND QUALIFICATIONS**

Superintendent represents that Superintendent has and will maintain all certificates, credentials and qualifications required by law, including regulations of the Department of Education and those required by the Board to serve in the positions of Superintendent of Schools. If at any time Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall automatically terminate and the Board shall have no further obligations hereunder.

## **8. PROFESSIONAL GROWTH/LEADERSHIP DEVELOPMENT**

The Board recognizes that high-performing superintendents continue to learn and develop their leadership practices, technical processes and knowledge in order to meet the complex demands of their jobs. In addition, the Board recognizes that Michigan law requires administrators to be certified, and encourages exemplary professional practice in the superintendency by making provision for specialty and enhanced endorsement to that certification.

For the purpose of investing in the Superintendent's growth and development in professional practice, the Board will pay for the membership, tuition, travel and subsistence expenses that are necessary to carry out the goals of the Superintendent's professional leadership development plan up to. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Superintendent's recommended budget.

The Superintendent's professional leadership development plan may include, but shall not be limited to, strategies such as mentoring, coaching and credentialing programs;

professional development training and workshops; conferences; and memberships in regional, state and national professional associations related to the duties of the position.

## **9. TENURE**

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

## **10. PROFESSIONAL LIABILITY**

The District agrees that it shall 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 employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

## **11. NOTICE**

The Superintendent shall give at least ninety (90) days' notice in writing to the District of the Superintendent's intention to terminate this Agreement. Notice of non-renewal by the District shall be given at least ninety (90) days before the expiration of the term of this agreement, as required by Section 1229(1) of the Revised School Code, as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).

## **12. TERMINATION PROVISIONS**

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

## **13. 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 the own designation; however each party shall be responsible for the costs of such respective representation.

#### **14. BREACH**

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By \_\_\_\_\_ Board President

By \_\_\_\_\_ Superintendent