

## SUPERINTENDENT'S CONTRACT

THIS AGREEMENT entered into this the \_\_\_ day of \_\_\_\_\_, 2019, with an effective date of July 1, 2019 by and between the PORT HURON AREA SCHOOL DISTRICT ("Board" or "Board of Education"), 2720 Riverside Drive, Port Huron, Michigan 48060 and JAMES S. CAIN, 1155 O'Connor, Marysville, MI 48040 ("Superintendent").

### Recitals

James S. Cain is Superintendent with the Port Huron Area School District under an existing contract which provides for annual extensions. Based on his evaluation, the Superintendent's contract has been extended for an additional year. As a result, the parties wish to reduce to writing an Agreement for the employment of James S. Cain as the Superintendent of Schools for the Port Huron Area School District and are, therefore, entering into this contract.

1. **Term.** The term of this Agreement shall be from July 1, 2019, through June 30, 2024. The Board of Education 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 this Contract shall be extended for an additional year or years and notify the Superintendent of its action in writing. If no action is taken by the Board of Education, this Contract shall be deemed to have been extended for an additional year.
  
2. **Duties and Qualifications.** The Superintendent represents and agrees that he currently meets and shall in the future meet all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by the Board of Education for the position of Superintendent of Schools. The Superintendent agrees he will maintain all credentials and qualifications required by law and regulations of the State Board of Education. If at any time the Superintendent fails to maintain any necessary certificates, credentials, continuing education requirements or qualifications for his position, this contract shall, after the Superintendent has been afforded a reasonable opportunity to cure the deficiency, automatically terminate and the Board of Education shall have no further obligations hereunder. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner and in compliance with the laws of the State of Michigan, the by-laws, policies, directives and regulations adopted by the Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position. The Superintendent will be subject to the direction and control of the Board of Education, shall perform the duties defined by law and such other duties as shall be delegated to him by the Board, and shall comply with all Board policies. The Superintendent's duties shall include selection of the administrative staff and the

authority to extend one or two year contracts subject to the required approval process. Any complaints or concerns about the administrative staff shall be directed to the Superintendent.

3. **Evaluation.** The Board of Education shall conduct an evaluation of the Superintendent, using an evaluation instrument jointly developed by the parties with the understanding that the ultimate approval of the evaluation instrument shall rest with the Board of Education which evaluation instrument shall comply with MCL 380.1249. The Board of Education and the Superintendent shall meet by August 15th of each year of the contract to discuss the annual goals and objectives which shall be reduced to writing and be used as a guideline for the annual evaluation of the Superintendent. The annual evaluation of the Superintendent shall be completed no later than March 31<sup>st</sup> of each year of the contract. The evaluation instrument shall be delivered to the Superintendent in writing and shall be prepared consistent with the policies and procedures of the Board of Education. The Superintendent shall provide written notice to the Board of Education during each year of this contract reminding it of the time lines to complete the evaluation as provided for in this Agreement.
4. **Exclusion of Tenure in Position.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position.
5. **Compensation.** For the term of this Agreement, the District shall pay to the Superintendent an annual salary of One Hundred Eighty Thousand (\$180,000.00). The Superintendent shall receive a Board paid tax sheltered annuity for each year of this contract in an amount of Twenty Thousand (\$20,000.00) Dollars. The Superintendent shall have the option of taking the annuity payment as a direct payment to him.
6. **Benefits.** The District agrees to and shall provide the Superintendent with the benefit package provided to the central office administrative personnel employed by the Port Huron Area School District under the Port Huron Area School District Career Plan. The Superintendent shall be allocated 40 personal days for each year of this contract. Such days may be used for vacation, illness and personal absences. The Superintendent shall receive a \$600.00 per month mileage reimbursement.
7. **Professional Development.** The Superintendent shall be entitled to attend professional conferences at the expense of the District consistent with Board policy. The District shall pay for reasonable professional dues and subscriptions for the Superintendent.
8. **Termination.** The Board of Education, in its discretion, shall have the right to terminate this contract if the Superintendent fails to maintain the credentials and

qualifications for the position of Superintendent as either required by this Contract or by state law. In the event the Superintendent's qualifications or credentials lapse the Board of Education may, in its discretion, provide the Superintendent a reasonable period of time to cure the deficiencies.

The following procedure shall apply to termination of the Superintendent's employment after the first year of this Agreement: The Superintendent may be discharged from his employment at any time for just cause which shall include, acts of moral turpitude, dishonesty, fraud, insubordination, incompetency or if the Superintendent materially breaches the terms and conditions of this Contract. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event the Board of Education terminates this Contract for cause the Superintendent shall have the right to contest whether or not cause exists for the termination of the Contract by an arbitrator selected through the American Arbitration Association. The rules of the American Arbitration Association for labor matters shall apply and the case shall be administered by the American Arbitration Association Southfield office. The location of the arbitration shall be at the Board of Education offices or such other location, in St. Clair County, as the Board of Education shall designate. The sole responsibility of the Arbitrator shall be to determine whether or not just cause existed for the termination of the Superintendent's Contract. In the event the Arbitrator determines the Board of Education did not have just cause to terminate the Superintendent's Contract the Board of Education shall have the option, in its discretion, to either reinstate the Superintendent with back pay or pay the balance of this Contract without reinstating the Superintendent. Under no circumstances shall the Board of Education's liability for any termination of this Contract extend beyond the term of this Agreement and shall only be for the salary and benefits as provided for in this Agreement. The parties shall share equally the expenses of the Arbitration as charged by the American Arbitration Association and each party shall bear the cost of their own legal fees.

9. **Non-renewal.** With the exception of termination as provided herein, in the event the Board of Education determines it will not renew this Contract such action shall be taken in accordance with the Michigan School Code. Non-renewal under this paragraph shall not apply to a termination for just cause under paragraph eight (8).
10. **Governing Law.** This Contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.

11. **Entire Agreement.** This Agreement contains all promises and agreements between the parties and only those promises and agreements contained in this Contract shall be enforceable.
12. **Amendment.** This Agreement may only be amended or supplemented by a written Agreement between the parties which has been approved by the Board of Education and signed by the Board President.

WITNESSES:

BOARD OF EDUCATION OF THE PORT  
HURON AREA SCHOOL DISTRICT

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By: \_\_\_\_\_  
Denise Brooks  
Its: President

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James S. Cain, Superintendent