

Alanson SCHOOL DISTRICT
Superintendent/K-12 Principal Contract

THIS CONTRACT OF EMPLOYMENT entered into this 30th day of June 2020 between the Alanson Public School District Board of Education, hereinafter call the “Board” and Rachelle Cook, hereinafter called the “Superintendent/K-12 Principal”.

WITNESSETH:

1. DUTIES

The Superintendent/K-12 Principal 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. The Superintendent/K-12 Principal will act as an advisor to the Board on matters pertaining to the administration of the School District, and the Superintendent/K-12 Principal will inform the Board as to the administrative action taken on its behalf. The Superintendent/K-12 Principal shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. The Superintendent/K-12 Principal will faithfully and diligently fulfill all the duties and obligations incumbent upon the executive head of the administrative section of the school system and the Alanson School District.

2. QUALIFICATIONS

The Superintendent/K-12 Principal represents that he/she meets all Michigan requirements and the qualifications established by the Board of Education for this position and agrees to perform the duties of Superintendent/K-12 Principal in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

3. TERM

The Board agrees to continue to employ Rachelle Cook as the Superintendent/K-12 Principal for an additional three (3) year term continuing until June 30, 2023. Compliant with MCL 380.1229 if written notice of nonrenewal of this contract for Superintendent/K-12 Principal is not given before March 31, 2023, that is, at least 90 days before the termination of the contract, then the term of this contract will automatically be renewed for an additional one (1) year period until June 30, 2024. The Board may choose to extend the initial term of this contract for an additional one (1) year period at any time prior to March 31, 2023. The Superintendent/K-12 Principal’s contract shall be for 260 days each year of this contract.

4. COMPENSATION

The Board agrees to pay the Superintendent/K-12 Principal, an annual salary of \$94,860 (ninety-four thousand eight hundred sixty dollars) paid in equal bi-weekly installments. Consistent with Section 1250 of the Revised School Code, the superintendent’s job performance and job accomplishments are significant factors in determining adjustments to the Superintendent/K-12 Principal’s compensation, therefore based on the overall annual performance rating the Superintendent/K12 principal’s compensation will include \$1,000 in a 403b employer directed annuity. The Board further agrees to pay the Superintendent/K-12 Principal, an annual cell phone allowance of \$1,000.

The Board shall provide the Superintendent/K-12 Principal with the following benefits:

- Up to full-family health, dental, and vision coverage plus individual long-term disability insurance provided to other administrative or professional employees consistent with PA 152 of 2011. Should the Superintendent/K-12 Principal not elect health insurance coverage she shall receive \$500 per month cash in lieu which may be used to purchase additional insurance options and the remainder placed into her 403(b) account.
- Group Term Life Insurance for the Superintendent/K-12 Principal for an amount two (2) times the annual salary.

- 12 sick days per year which can accumulate to a total of 120 days. If the Superintendent/K-12 Principal retires from the district after June 30, 2026, then the Superintendent/K-12 Principal will be compensated for up to 25% of the total number of unused sick leave days by the Superintendent/K-12 Principal's daily rate.
- 20 vacation days per year, which cannot accumulate from year to year unless mutually agreed upon by the parties. Vacation days in excess of three (3) consecutive days used during the normal school calendar, other than the normally scheduled vacation (i.e. Christmas and Spring Break), must be approved in advance by the Board President. The Superintendent/K-12 Principal will provide a report to the Board of her sick and vacation leave days twice per year.
- The Superintendent/K-12 Principal shall not be required to report on traditional national holidays including Independence Day, Labor Day, Thanksgiving, Christmas Eve and Day, New Years Eve and Day, Good Friday, and Memorial Day.

5. EVALUATION

The Board shall evaluate the Superintendent/K-12 Principal, at least annually, using the criteria and an evaluation process consistent with Act 451, being 380.1249 MCL.

6. PROFESSIONAL LIABILITY

The Board agrees that it shall defend, hold harmless and indemnify the Superintendent/K-12 Principal from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent/K-12 Principal in her individual capacity, or in her official capacity as agent and employee of the Alanson School District, provided the incident arose while the Superintendent/K-12 Principal was acting within the scope of her employment and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent/K-12 Principal to cover legal expenses in defense of claims and payment of judgment resulting from her functioning as Superintendent/K-12 Principal 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/K-12 Principal against such demands, claims, suits, actions and legal proceedings.

7. PROFESSIONAL GROWTH

The Superintendent/K-12 Principal may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the Board. National meetings will require board approval. The Board shall reimburse the Superintendent/K-12 Principal for all reasonable expenses resulting from the performance of her duties as Superintendent/K-12 Principal including reimbursement at the IRS rate for mileage resulting from the performance of duties as the Superintendent/K-12 Principal.

The Board shall pay the association dues of the Superintendent/K-12 Principal for the American Association of School Superintendents, the Michigan Association of School Superintendents (MASA), The Michigan Negotiators Association, and the MASA region in which the School District is located, as well as other appropriate affiliations as approved.

8. TERMINATION PROVISIONS

The Superintendent/K-12 Principal may be discharged and this contract terminated at any time for a reason that is not arbitrary or capricious, including failure to uphold any Board of Education bylaw, policy, or regulation.

If, at any time, the Superintendent/K-12 Principal fails to maintain the credentials and qualifications for the position of Superintendent/K-12 Principal as required by this contract, the contract shall automatically terminate.

No discharge shall be effective until the Superintendent/K-12 Principal shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing.

The hearing shall be open to the public or a closed session, as the affected person elects under section 8 of the open meetings act, 1976 PA 267, MCL 15.268. At such hearing, the Superintendent/K-12 Principal may have legal counsel at his/her own expense.

9. MORAL TURPITUDE

The Superintendent/K-12 Principal is prohibited from engaging in and the Board may void this contract if the Superintendent/K-12 Principal is found guilty of moral turpitude. Moral turpitude refers to cases of fraud, embezzlement, corruption, or immorality or commission of a crime involving a minor.

10. TENURE EXCLUSION

This contract does not confer tenure upon the Superintendent/K-12 Principal in the position of Superintendent/K-12 Principal or any other position in the district.

11. GOVERNING LAW

This contract is governed by and shall be interpreted in accord with the law of the State of Michigan. In the event of a breach on 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

Date: _____

By: _____
Superintendent/K-12 Principal

Date: _____