

**Waldron Area Schools  
Superintendent Employment Contract**

In accordance with the action found in the June 10, 2019 meeting minutes of the Board of Education ("Board") of the Waldron Area Schools ("District"), the Board employs Michael Potts ("Superintendent") as its Superintendent of Schools according to the terms and conditions of this Contract.

1. **Term.** The Superintendent's contract term is for one (1) year, commencing July 1, 2019 and ending June 30, 2020.
2. **Duties.** The Superintendent shall faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that the Board may further establish, modify, or amend from time to time.
  - A. The Superintendent will comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
  - B. The Superintendent acknowledges the Board's ultimate authority as to his duties and will faithfully perform those duties and diligently implement the Board's policies and education programs.
  - C. As the chief executive officer of the District, the Superintendent will administer the District's instructional, personnel, and business affairs, subject to the direction of the Board.
3. **Work Schedule.** The Superintendent will work a total of one hundred twenty-five (125) days within the contract year, a minimum of one hundred (100) days which will be worked in the District. The Superintendent may work the additional twenty-five (25) days outside the District. In addition, the Superintendent will be "on call" to address District matters every day from July 1, 2019 through June 30, 2020. The Superintendent will submit a monthly report of days worked to the District's Payroll Department (copied to the Board President).
4. **Compensation.** The Superintendent will receive compensation for the performance of duties under this Contract at a rate of Fifty Thousand (\$50,000) per contract year. That amount is subject to deductions required by law and will be remitted to the Superintendent on the District's regular payroll on the 10<sup>th</sup> and 25<sup>th</sup> of each month, or the business day prior for weekends and holidays. Calendar year compensation shall be no more than \$50,000.00. The Superintendent will receive no other remuneration for services rendered under this Contract. Any adjustment in the Superintendent's remuneration made during this Contract will be in the form of a written amendment and shall become a part of this Contract.
5. **Benefits.** The Superintendent is entitled to only those benefits expressly stated in this Employment Contract (or in a mutually agreeable written addendum signed by both parties). Through his signature on this Contract, the Superintendent represents that he voluntarily and in writing opts out of the health care benefits provided to District employees as he has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

6. **Expenses.** Upon Board approval, the Superintendent will be reimbursed the reasonable fees, expenses, and mileage to attend meetings, seminars, and conferences on the District's behalf. The Superintendent will not be paid mileage to attend Waldron Board meetings. Each reimbursement request must be approved by the Board before payment.

7. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain or acquire the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board or Michigan Department of Education (or other proper authority) that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation shall not be construed or regarded as a limitation upon the at-will employment relationship specified in this Contract.

8. **Evaluation.** The Board will evaluate the Superintendent on an annual basis in compliance with Section 1249b of the Revised School Code.

9. **No Tenure in Position.** The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other capacity by virtue of this Contract or any employment assignment within the District.

10. **Nonrenewal.** To the extent that this Contract's nonrenewal is governed by Section 1229 of the Revised School Code, the Superintendent waives notice of nonrenewal of this Contract under that statute. If such notice may not be waived or is otherwise required to be given, the Superintendent, through his signature on this document, acknowledges notice of nonrenewal of this Contract as of March 1, 2019.

11. **At-Will Status.** No individual administrator, Board member, or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action of the Board.

D. The Board may terminate the Superintendent's employment, with or without cause and for any reason, but must first provide the Superintendent with at least thirty (30) calendar days' written notice before that termination.

E. The Superintendent may resign his employment with the District, but must first provide the Board with at least ninety (90) calendar days' written notice before termination.

12. **Limitations Period.** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of

time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

13. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

F. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.

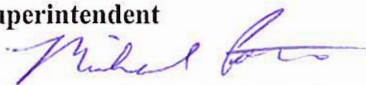
G. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the President and Secretary of the Board.

H. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

14. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).

The parties agree to the above terms and conditions and affix their signatures to this Contract as noted below.

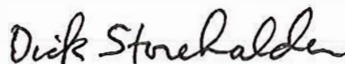
**Superintendent**



Michael Potts

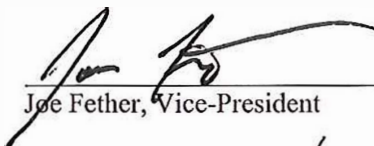
June 13, 2019

**Board of Education of the  
Waldron Area Schools**



Dick Storchalder, President

June 13, 2019



Joe Fether, Vice-President

June 19, 2019



Rodney Oates, Treasurer

June 13, 2019