

**HOUGHTON LAKE COMMUNITY SCHOOLS
SUPERINTENDENT CONTRACT**

THIS CONTRACT is entered into on **June 24, 2020** between the Board of Education of the Houghton Lake Community School District, referred to as the "Board" and **Julie A. Brown** referred to as "Superintendent" or "Administrator" in this contract. This contract shall take effect on **July 1, 2020** and continue in force through **June 30, 2023** subject to extension and early termination as provided in paragraphs 5 and 25, respectively.

1. **Duties.** The Superintendent will faithfully and diligently perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.

A. The Superintendent acknowledges the ultimate authority of the Board as to her duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.

B. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.

C. Subject to Board policy and prior notice to the Board, the Superintendent may organize, reorganize, and arrange administrative and supervisory staff which in her judgment best serves the School District.

D. As the chief executive officer of the School District, the Superintendent will administer the School District's instructional and business affairs with the assistance of staff.

E. The responsibility for selection, placement, and transfer of School District personnel is vested with the Superintendent and her staff and will be implemented in a manner consistent with applicable legal standards, contractual obligations, and Board policy.

F. So that the Superintendent may investigate and make appropriate recommendations, the Board (individually and collectively), will refer promptly to the Superintendent all significant criticisms, complaints, and suggestions called to its attention.

2. **Qualifications.** The Superintendent represents that she possesses and will maintain all certificates, credentials, and qualifications required by law, including Michigan Department of Education Regulations, and those required by the Board to serve in the position assigned.

A. As a condition of her continued employment, the Superintendent also agrees to meet all continuing education requirements for the position assigned, as may be required by law or by the Michigan State Board of Education.

B. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned administrative position, the Superintendent will promptly notify the Board of that fact and the parties will meet and confer to address the situation. The Board may deem the Superintendent's failure to maintain all certificates, credentials, continuing education requirements, or qualifications as a material breach of this Agreement.

3. **Performance.** The Superintendent will devote her talents, skills, efforts, and abilities toward competently and proficiently performing all duties and responsibilities of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent will use her best efforts to maintain and improve the quality of School District operations and to constantly promote efficiency in all areas of her responsibility. The Superintendent will comply with and fulfill all responsibilities and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.

4. **Performance Evaluation.** The Board will evaluate the Superintendent's performance at least annually and in writing, pursuant to Board Policy 1240, using an evaluation instrument with multiple rating categories, that takes into account data on student growth as a significant factor and established performance goals, and that is mutually agreeable, provided that the Board will establish the evaluation instrument and criteria in the absence of agreement.

5. **Extension.** This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. ***Board Option.*** The Board of Education, no later than June 30 of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. ***Operation of Law.*** Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979, now being MCL 380.1229. The Superintendent shall advise the Board of Education of this obligation in January if the contract terminates at the end of that school year and the Board shall conduct the evaluation of the Superintendent prior to March 30 of that year.

6. **Tenure Exclusion.** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the district.

7. **Compensation.** The Board of Education shall pay to the Superintendent an annual salary of \$109,500 for each year of the contract. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below this amount. The work year is fifty-two (52) weeks, July 1 to June 30. The annual salary shall be paid in twenty-six (26) equal installments beginning in first pay in July.

Merit Compensation. Consistent with the requirements of applicable legislation, the Superintendent shall be eligible for an annual merit pay bonus based upon her performance of up to \$2000 which shall be paid following the annual evaluation. The Superintendent shall receive the full amount of such bonus if she is rated Highly Effective on her annual evaluation; one half of this amount if she is rated Effective, and shall not receive any bonus if she is rated Minimally Effective or Ineffective.

8. **Annuity.** The Superintendent may contribute to a compliant 403(b) plan. The School District will match such contribution up to \$2000 annually. The Superintendent may elect to contribute to the 403(b) plan by authorizing the School District to deduct sums of money from her bi-weekly paychecks.

9. **Reimbursed Expenses.** The School District will reimburse the Superintendent for all reasonable expenses resulting from the performance of her duties as Superintendent, including travel, meals, and lodging in accordance with the District's per diem expense and reimbursement procedures. The Board will supply the Superintendent with a credit card that she will use for District-related expenses.

10. **Professional Development.** Subject to approval by the Board President, the Superintendent may attend appropriate professional meetings, conferences, or workshops at the local, state, and national levels, as well as training related to professional development and certification. The School District will pay the Superintendent's reasonable expenses related to that attendance, including registration fees, tuition, travel, lodging, and meal expenses.

11. **Professional Dues.** The School District will pay the Superintendent's association dues for membership in the Michigan Association of School Administrators (MASA) and the MASA region in which the School District is located. The School District will pay the costs of other memberships for the Superintendent with the Board President's approval.

12. **Transportation.** The School District will reimburse the Superintendent for use of her motor vehicle while conducting School District business. Such reimbursement shall be paid as designated by school policy 6550.

13. **Medical Benefit Plans.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board will make premium payments on behalf of the Superintendent and her eligible dependents for the Health, Dental and Vision Insurance benefit plans, subject to possible modification as stated below.

The Superintendent will contribute an amount in compliance with PA 152 premium contributions as required by law per month, as a condition to enrolling and participating in the medical benefit plans referenced above. The Superintendent authorizes payroll deduction for the above contribution amount.

14. **Non-Medical Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board will make premium payments on behalf of the Superintendent and her eligible dependents for the non-medical insurance programs, subject to possible modification as stated below.

A. Term life insurance in the amount of \$200,000. The Superintendent may apply all or a portion of the premium of the term life insurance policy towards a whole life insurance policy selected by the Superintendent. The beneficiary of said policies shall be designated by the Superintendent.

B. Long-term disability ("LTD") insurance plan: 60% \$5,000, 90 calendar days Modified Fill-Elimination Period. The LTD insurance plan's monthly benefit will be reduced by the amount of benefits received by the Superintendent through Worker's Compensation, Social Security, or the Michigan Public School Employees' Retirement System.

15. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the coverage for the plans and programs identified above provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board is not required to remit premiums for any insurance coverage for the Superintendent or her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator will be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for ensuring the completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), is relieved from all liability with respect to insurance benefits.

16. **Errors and Omissions Insurance.** The Board will pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage will be not less than One Million Dollars (\$1,000,000).

- A. The terms of the errors and omissions insurance policy will control the Superintendent's defense and indemnity. The Board's sole obligation will be limited to the payment of premium amounts for the above errors and omissions coverage.
- B. If such insurance coverage cannot be purchased in the above amount or at a reasonable premium rate, the Board will promptly notify the Superintendent of that fact and the parties will promptly meet and confer to reach a mutually agreeable solution to address that situation. In that event, the Board will on a case-by-case basis consider providing legal defense or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

17. **Vacation.** The Superintendent is employed on the basis of fifty-two weeks of work per contract year, as scheduled by the Board. The Superintendent will be granted vacation time of 20 days per contract year, in addition to the holidays recognized by the School District and listed below.

- A. The Superintendent will schedule use of vacation days in a manner to minimize interference with the District's business and orderly operation. The Superintendent will notify the Board President of her vacation schedule.
- B. The Superintendent may carry over from one school year to the next up to 10 vacation days. Upon termination of this contract, the School District will pay the Superintendent for up to 15 unused vacation days, calculated on a per diem basis at the Superintendent's annual salary divided by 260.

18. **Holidays.** Consistent with the School District's calendar, the Superintendent is entitled to the following holidays for which no service to the School District is required: Labor Day, Thanksgiving and the day after Thanksgiving, Christmas Eve Day and Christmas (or the two days surrounding December 24 and 25 if they fall on a non-work day), New Year's Eve Day, New Year's Day (or the two days surrounding December 31 and January 1 if they fall on a non-work day), Memorial Day, Independence Day.

19. **Personal Business Leave.** The Superintendent will be granted up to three (3) personal leave days with pay per contract year. Unused personal leave days are not deductible from accumulated sick leave and do not accumulate beyond the contract year.

20. **Bereavement Leave.** The Superintendent will be entitled to receive up to five (5) bereavement leave days with pay per contract year, consistent with School District regulation. Unused bereavement leave days do not accumulate beyond the contract year.

21. **Sick Leave.** The Superintendent is authorized to be absent from duty due to personal or family illness or disability for up to 12 workdays per contract year. The Superintendent may carry over unused sick days from year to year up to 170 total accumulated sick days, which will include any days the Superintendent may have accumulated in the School District before execution of this Contract. The School District will not pay the Superintendent for unused sick days at the termination of this Contract or upon termination of the Superintendent's employment from the District, except that if the Superintendent retires from the School district in good standing through MPSERS, the School District will pay her for accumulated unused sick days at a rate of \$40.00 per day.

22. **Disability Leave.** In the event of the Superintendent's mental or physical incapacity to perform the duties of her office, she shall be granted an initial paid leave of 90 work days for purpose of recovery. The Superintendent will first exhaust any accumulated sick leave before triggering the paid disability leave. Health plan premium payments will be made on the Superintendent's behalf during this interval to the extent required by law. Upon using leave under this provision, the Superintendent will furnish medical certification to the Board (or its designee) as to the necessity for the leave. Leave pursuant to this paragraph will run concurrently with any leave pursuant to the Family and Medical Leave Act to which the Superintendent may be entitled.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a 90 work-day unpaid leave extension in the event of her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification will be supplied by the Superintendent as a condition to any leave extension. Any extensions of leave for this purpose will be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), her employment and this Contract may be terminated at the Board's option. However, no such termination will occur when restoration after leave is required by the Family and Medical Leave Act.

- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent will provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
23. **Medical Examination.** The Superintendent will submit to such medical examinations (including drug or alcohol tests), supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract, or as may be directed by the Board to determine the Superintendent's ability to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- A. Upon the Board's request, the Superintendent will authorize the release of medical information necessary to determine if the Superintendent is able to perform the essential job functions required by her assignment, with or without reasonable job accommodation(s).
- B. Any physical or psychological examination or disclosure of such information required of the Superintendent by the Board will be job-related and consistent with business necessity.
- C. Any medical or psychological examination under this section shall be at Board expense and will be conducted by appropriate medical personnel of the Board's choice.
- D. Any information obtained from medical or psychological examinations or inquiries will be confidential. The Superintendent may receive the results of Board-ordered tests and examinations upon written request.
24. **Nonrenewal.** The Board's decision not to continue or renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion under the Michigan Teachers' Tenure Act.
25. **Termination.** The Board may terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in any act of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for any other reason that is not arbitrary or capricious.
- A. The foregoing standard for termination of this Contract during its term does not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- B. If the Board undertakes to dismiss the Superintendent during the term of this Contract, she shall be entitled to written notice of charges and an opportunity for a hearing before the Board.
- C. If the Board terminates the Superintendent's employment during the term of this Contract, this Contract will automatically terminate and the Board will have no further contractual obligation to the Superintendent.

26. **Arbitration.** If a dispute relating to the Superintendent's termination arises during the term of this Contract, the parties agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings will be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. The Arbitrator's decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

- A. The parties intend that this process of dispute resolution will include all contract and statutory claims advanced by the Superintendent arising from her termination during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Superintendent. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. This agreement to arbitrate means that the Superintendent is waiving her right to adjudicate discrimination claims in a judicial forum and is instead opting to arbitrate those claims. In any such arbitration proceeding, the Superintendent has the right to representation by counsel of her choice, the right to appointment of a neutral arbitrator, the right to reasonable discovery, and the right to a fair hearing.
- C. The arbitrator's fee and the costs imposed by the American Arbitration Association will be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- D. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty days of the effective date of the Superintendent's termination during the term of this Contract. The arbitrator's Decision and Award will be final and binding and judgment thereon may be entered in the Roscommon County Circuit Court.

27. **Limitations.** The Superintendent agrees that any claim or suit arising out of her employment with the Board must be filed no more than six 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 months, but agrees to be bound by the six 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 will 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.

28. **Resignation.** The Superintendent agrees to give one hundred twenty (120) days written notice to the Board of her intention to terminate this agreement.

29. **Entire Agreement.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided,

that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Administrator and the Board of Education.

30. **Voidability.** 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).

31. **Authorization.** This Contract is executed on behalf of the School District pursuant to the authority contained in the Board resolution adopted on **June 24, 2020**.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on the day and year noted.

FOR THE BOARD OF EDUCATION:

BY THE SUPERINTENDENT:




President



Superintendent



Secretary



Date