

Athens Area Schools

4320 K Drive S, East Leroy, MI 49051
(269) 729-5427

ADMINISTRATIVE CONTRACT OF EMPLOYMENT

*It is hereby agreed by and between the Board of Education of Athens Area Schools (hereinafter "Board") and **Richard P. Franklin** (hereinafter "Superintendent") that pursuant to Section 1229(1) of the Michigan Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 16th day of July, 2012, has and does hereby employ the said Richard P. Franklin, as its Superintendent of Schools/Elementary School Principal for the period commencing on July 1, 2012 and ending on June 30, 2013 and extending said contract through the 2013-2014 school year, according to the terms and conditions as described and set forth herein as follows:*

Contract "Rollover"/Extension: Provided that this contract shall be extended annually for an additional one (1) year period unless the Superintendent shall have received written notice to the contrary from the Board not later than March 31 (beginning with March 31, 2011). Not later than February 15 annually the Superintendent shall, as a condition to the above provision, issue a written reminder to the Board of the March 31 notification deadline. The Board's decision to permit or to prevent extension of the Superintendent's contract shall be made at the sole discretion of the Board.

1. **Assignment:** Superintendent shall perform the duties of the Superintendent of Schools as prescribed by the board, and as mandated by the Revised School Code or other pertinent provisions of law and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. **Qualifications:** Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position of Superintendent of Schools. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications, as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. **Duties:** Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District (including such modifications, amendments or rescission of prior directives or policies, as the Board may from time to time choose to enact) for which he is responsible during the entire term of this agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. **Evaluation and Goal Setting:** According to the Board of Education Policy.
5. **Compensation:** The Board agrees to pay the Superintendent for his services of said contract in twenty-six (26) equal installments. Compensation for the 2012-2013 contract year shall be *eighty-one thousand four hundred five dollars (\$81,405.00); that sum representing a reduction of 10% over the previous contract, taken voluntarily by the Superintendent due to the financial exigency*

of the school district. For the 2013-2014 contract year, salary shall be reviewed and reinstated in whole or in part, as the district's finances allow, including a possible performance bonus above and beyond a return to the 2011-12 level (\$90,450) if the district emerges from its Deficit Elimination Plan. The Board shall review the salary amount annually. The Board hereby retains the right to increase the annual salary of the Superintendent during the term of this Contract. Any increase in salary made during the term of this contract shall be in the form of a written amendment, and, when executed by Superintendent and Board, shall become a part of this Contract. In no case will the salary be lowered.

6. **Benefits:**

- A. **Vacation:** Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the board. Superintendent shall be granted fifteen (15) days per fiscal year, exclusive of legal holidays with prior approval of the Board. In addition, Superintendent has the option of not working during winter and spring breaks without being charged vacation leave. Up to five (5) unused vacation days may be carried over to the next contractual year. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. The Superintendent shall provide at least one week's advanced written notice to the Board President prior to taking vacation time for five or more consecutive days. At the conclusion of each contract year, the Superintendent will be paid at the contractual rate any accrued vacation days not to exceed twenty (20) days.
- B. **Insurance:** Pak A health insurance package provided to administrative employees by the Board or Pak B if he chooses to be covered under his spouse's health insurance. *The Superintendent agrees to pay a premium share of 20% of medical premium per month.* The district will deposit the HSA deductible into the superintendent's HSA account on or before January 1 of each year.
- C. **Sick Leave:** The Superintendent shall accrue paid sick leave days at the rate of one (1) pay per calendar month (twelve (12) days per contract year), up to a maximum accumulation total of sixty (60) days. Upon termination of employment, the Superintendent shall receive compensation for unused sick leave accumulated as of the effective date of termination at one half the rate of the then current daily rate paid to substitute teachers for each unused sick leave day.
- D. **Bereavement Leave:** The Board shall grant up to five (5) days of paid leave per contract year for the death of family member(s). "Family is defined to include spouse, child, mother, father, sibling, grandparent, mother-in-law, father-in-law, and grandparents. Such leave days may not be carried over from year to year.
- E. **Personal Business Days:** The Superintendent shall be entitled to use three (3) days per year as paid "Personal Business" leave. These days will not be accumulated from year to year.
- F. **Life Insurance:** The Board shall provide or reimburse the superintendent for a term life insurance policy in the amount of not less than twice the Superintendent's annual salary.
- G. **Mileage:** The Board shall reimburse the Superintendent for mileage at the current IRS rate.
- H. **Organizations:** The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators/American Association of School Administrators. The Board shall pay the dues of any professional organization deemed appropriate by the Superintendent and which is expressly approved by the Board. The District shall also budget professional development to include the MASA Fall and Mid-Winter Conferences.

7. **Medical Examination:** The Superintendent agrees to submit to a comprehensive medical examination once every year. A statement from a qualified medical professional approved by the Board certifying to the physical competency of the Superintendent shall be submitted upon request to the President of the Board of Education and shall be treated as confidential information. The

cost of said physical examination and reports shall be submitted to the Superintendent's insurance company. Any unpaid amount will be paid by the Board.

8. **Tenure Rights**: The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

9. **Outside Activities**: The Superintendent may undertake non-school district related activities (e.g., consultative work, speaking engagements, teaching, writings, lecturing) provided prior written approval is received from the Board. If the Superintendent receives compensation for such activities, he will be required to use vacation time to cover the time missed from work. The Superintendent shall, upon request, provide the Board with all relevant documentation of time spent on such activities, nature of activities and such other information as the Board may reasonably require. In the event the Board, in its sole discretion, determines that any such activity interferes with the Superintendent's satisfactory performance of duties, the Board may require that the Superintendent cease some or all of such outside activities. In no case will the Board be responsible for any expense attendant to the performance of outside activities.

10. **Termination**: This contract may be terminated for the following reasons:
 - A. **Expiration**: This contract shall terminate upon its specified expiration date provided the Board has given prior notice in accordance with the Michigan Revised School Code.

 - B. **Cause**: The Board shall be entitled to terminate the Superintendent's employment at any time during the term for this contract for cause, which shall include acts of moral turpitude, misconduct, theft/defalcation, fraud, insubordination, or if the Superintendent materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is the sole discretionary prerogative with the Board of Education.

In the event that the board undertakes to dismiss the Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

 - C. **Disability of the Superintendent**: If the Superintendent is unable to perform the duties due to physical or mental disability, the Board may terminate this contract after the Superintendent has exhausted accumulated sick leave and any other board paid leave that may be available, and has been absent from his employment for an additional period of ninety (90) days, or has been on worker's disability compensation leave for a period of twelve (12) months.

11. If any provision of this Agreement becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, the contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

12. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts of understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing, and is authorized by a valid vote of the Board, and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.
13. This Agreement is executed on behalf of the School District pursuant to the authority granted as contained in this contract adopted by the Board on July 16, 2012, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Date

Richard P. Franklin, Superintendent

Date

Dennis Stanton, Board of Education President

Date

Daniel Loew, Sr., Board of Education Secretary