

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT entered into this 14th day of June 2023, between Eastern Upper Peninsula Intermediate School District, hereinafter referred to as the Board, and **Angeline McArthur**, a duly qualified Superintendent, hereinafter referred to as the Superintendent.

WITNESSETH:

1. CONTRACT PERIOD

The Superintendent is employed for a period of July 1, 2023 through June 30, 2026. Should the Board determine that it does not want to renew or extend the Superintendent's contract, notification of non-renewal of the contract shall be given in writing at least 90 days before the end of each contract year or the contract is extended for an additional one (1) year period. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31st of each ensuing year, take official action determining whether or not it is extended for an additional year, and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

2. DUTIES

Superintendent agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board, and 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 during the entire term of this contract.

3. COMPENSATION

The Board agrees to pay the Superintendent for her services during each year of this contract in equal biweekly installments. The annual salary rate for the 2023-2024 school year is \$137,299.

The salary increase for subsequent years of this contract shall be determined on an annual basis. Any other 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 the Board, shall become a part of this contract.

Upon completion of a doctoral degree, the Superintendent shall receive an increase equal to 8% of the current salary.

4. EVALUATION

The Board of Education shall evaluate and assess in writing the performance of the Superintendent annually during the term of this contract.

5. FRINGE BENEFITS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third-party administrator, the District shall provide the following benefit programs:

Vision Insurance: Equal to top union contract

Dental Insurance: Equal to top union contract

Life Insurance: 2 X Salary

Health Insurance: SET SEG Blue PPO or HSA

Health Insurance Caps: 1 Person - \$7,399.47 2 Person - \$15,474.60 Family - \$20,180.43

Cash in lieu of health insurance: \$370 per month

Long Term Disability: 66.67% 30-day

Tuition Reimbursement: Up to \$200 per semester hour not to exceed nine hours per year

Payment of accumulated sick days upon retirement: 100 days @ \$50

Sick days: 50 days initially and accrual at .065 per hour

Personal Business Days: Accrues at .0170 per hour

Vacation Days: 20 days per contract year

Longevity: 3 but less than 5 years \$300; After 5-7 years \$650; after 8-11 years \$800; after 12 but less than 15 years \$1,000; 16 or more years \$1,500

Holiday Pay: None. The superintendent is not required to be at work when the agency is closed.

6. PROTECTION FROM LIABILITY

In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to her employment by the Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligations shall be limited to the payment of the insurance premiums.

7. TENURE

The above-named person shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which he may be assigned.

8. QUALIFICATIONS

Superintendent represents that she 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 assigned. Additionally, Superintendent agrees, as a condition of her continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements, and/or qualifications for the position assigned as required herein, this contract may be terminated, and the Board shall have no further obligation hereunder.

9. DISABILITY

The Board shall be entitled to terminate this contract during its term in the event of Superintendent's inability to perform her position responsibilities for a period of one hundred twenty (120) consecutive days or more due to mental or physical disability. The Board may consider a request from the Superintendent to extend the foregoing 120-day period for an additional sixty (60) calendar days.

10. TERMINATION

During the length of this contract, the Superintendent shall not be subject to discharge for a reason which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon her. She shall have an opportunity for a hearing before the Board not less than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at her own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this contract. Termination of this contract by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right to not extend or renew this contract or any extension of the contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

The Board shall be entitled to terminate the Administrator’s employment at any time during the term of this contract for material acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Administrator materially breaches the terms and conditions of the Agreement.

11. NO MODIFICATIONS

The terms of this agreement may not be revised by oral and/or written statements made by individual Board members or any other representative or agent of the Board of Education. No change or modification to this contract of employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this contract shall be valid unless it is in writing, signed by the Superintendent and the Board and formally approved by the Board.

12. AMENDMENT

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

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

Signatures:

Eastern Upper Peninsula Intermediate School District

Donna Fiebelkorn, Board President

Angeline McArthur, Superintendent

Date

Date