# BEAVER ISLAND COMMUNITY SCHOOL INTERIM ADMINISTRATOR CONTRACT OF EMPLOYMENT

#### 1. Duties

The Interim Principal/Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such a capacity for the school district including, but not limited to those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration of the School District, and she will inform the Board as to the administrative action taken on its behalf. The Interim Principal/Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. She will faithfully and diligently fulfill all duties and obligations incumbent upon her as the executive head of the administrative sections of the school system and the Beaver Island Community School District.

#### 2. Terms

The Board agrees to employ Judith Gallagher as Interim Principal/Superintendent of its school district for the term of twelve months (12) to June 30, 2017. The Principal/Superintendent's work year will consist of 260 days.

The Board shall review this contract with the Interim Principal/Superintendent prior to June 1, 2016 to determine if full time Principal/Superintendent has been identified and if there is need for extension to the terms of the agreement.

### 3. Evaluation

The Board shall evaluate the Interim Principal/Superintendent, at least annually, using the criteria and an evaluation process (meeting all state requirements) mutually agreed upon by the Board and the Interim Principal/Superintendent.

# 4. Tenure Exclusion

This contract does not confer tenure upon the Administrator in the position of Interim Principal/Superintendent or any other administrative position in the district.

# 5. Professional Liability

The District agrees that it shall defend, hold harmless and indemnify the Interim Principal/Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Interim Principal/Superintendent in her individual capacity, or in her official capacity as an agent and employee of Beaver Island Community School District, provided the incident arose while the Interim Principal/Superintendent to cover legal expenses in defense of claims and payment of judgements resulting from her functioning as Interim Principal/Superintendent and will reimburse her for any portion of such expenses and judgements not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Interim Principal/Superintendent against such demands, claims, suits, actions and legal proceedings.

#### 6. Professional Dues

The District shall pay the association dues of the Interim Principal/Superintendent for the Michigan Association of School Administrators, Michigan Association of Secondary School Principals as well as other appropriate affiliations as approved by the Board.

### 7. Compensation

The Board agrees to pay the Interim Principal/Superintendent for her services during each year of said contract in equal installments agreed to by the parties. Salary compensation for school year 2016-2017 shall be \$104,000 (One Hundred Four Thousand Dollars).

The Interim Principal/Superintendent shall receive the above amount divided between a Board funded, tax sheltered annuity in the amount of \$53,000 and the remainder (\$51,000) in the form of salary through a third party contractor.

# 8. Fringe Benefits

The Board shall provide the Interim Principal/Superintendent with the following fringe benefits:

- Group Term Life Insurance at the same level of coverage as that which is provided pursuant to the collective bargaining agreement between the Board and the Education Association.
- Fifteen (15) Administrative leave days to be used for sick, personal or bereavement leave.
- Thirty (30) vacation days per year. If employment is terminated by either party prior to the completion of the contract year, vacation days will be prorated on the length of service of the contract year in which employment is terminated.
- The following official holidays will be provided the Principal/Superintendent: New Year's Eve, New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day.

## 9. Transportation

The Board shall reimburse the Interim Principal/Superintendent, at the IRS approved rate, for mileage costs incurred while performing the duties of the Interim Principal/Superintendent. For school business, the Interim Principal/Superintendent must use the approved local airline per school contract.

#### 10. Conduct

The Interim Principal/Superintendent is prohibited from engaging in conduct involving moral turpitude. Pursuant to MCL 380.634(7) the Board may void this contract if the Coordinator violates this provision. Moral turpitude may be defined as conduct contrary to accept rules of justice, honesty and good morals and may involve actions against another person, property, society and/or government.

# 11. Qualifications

The Interim Principal/Superintendent represents that she holds all qualifications required by law for a Superintendent of the District, and will pursue the added credentials for principal over the following year.

#### 12. Termination Provisions

The Interim Principal/Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) day's notice in writing. Said hearing shall be public or private at the option of the Interim Principal/Superintendent. At such hearing, she may have legal counsel at her own expense.

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IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this day of July 2016
SCHOOL BOARD OF THE BEAVER ISLAND SCHOOL DISTRICT, BEAVER ISLAND, STATE OF MICHIGAN.
PRINCIPAL/SUPERINTENDENT
BOARD MEMBER