

## ADMINISTRATIVE EMPLOYMENT CONTRACT

This contract is made and entered into as of the 1<sup>st</sup> day of July 2012 between the Board of Education of the Hartland Consolidated Schools, Livingston County, Michigan (hereinafter called the "Board"), and **JANET SIFFERMAN** (hereinafter called the "Superintendent".)

Whereas, the Board at a meeting held on the 23<sup>rd</sup> day of April, 2012, approved the employment of the Superintendent in accordance with the terms and conditions of this contract per the attached resolution; and

Whereas, the Superintendent desires to be employed by the Board in accordance with the terms and conditions of this contract;

Now, therefore, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **Term.** This contract shall take effect on the 1<sup>st</sup> day of July 1, 2012 and continue in force thereafter through the 30<sup>th</sup> day of June 2015, subject to extension and termination as provided in paragraphs 4 and 10.
2. **Duties.** The Superintendent represents that she meets all Michigan requirements and holds all certificates necessary by law or Board policy for employment by the Board in this administrative position. The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district, the policies and regulations adopted by the Board and such other professional duties as may be from time to time prescribed by the Board which are not expressly contrary to law or the terms of this contract.
3. **Evaluation.** The Superintendent shall be evaluated twice yearly in June and January, and no later than March 30, by the Board to review her performance in accordance with Board policy.
4. **Extension.** This contract may be extended or not renewed either by option of the Board or by operation of law, as follows:
  - A. **Board option.** The Board may take action annually prior to March 30 to extend this contract for an additional year, written notification must be given to the Superintendent by March 30 of the final year of this contract.
  - B. **Operation of law.** Unless the Board 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 extended an additional year as provided by Public Act 289 of 1995, being section 1229 of the Michigan Revised School Code. The Superintendent shall advise the Board of this obligation during the month of January in the final year of the contract as extended.
5. **Tenure exclusion.** This contract does not confer tenure upon the Superintendent in this position or any other administrative position in the district.

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6. **Compensation.** The base salary for this contract shall not be less than \$139,432, plus \$3,000 for longevity for a total salary of \$142,432 for each contract year. The salary will be paid in equal installments per normal Board policy. The Board reserves the right to increase the salary of the Superintendent during the term of this contract. The Superintendent will receive a minimal annual salary increase equal to the annual teachers' contracted increase. 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 the Superintendent and the Board, shall become a part of this contract.
  - A. **Tax-Sheltered Annuity.** The Superintendent shall annually receive a Board paid tax-sheltered annuity in an amount equal to 5% of the compensation from Section 6.
  
7. **Fringe benefits.** The Superintendent shall be given such fringe benefits as are set forth hereafter or as may be authorized by the Board from time to time. The Board shall pay the full premium cost of the following:
  - A. Group term Life Insurance with Accidental Death and Disability, and Long-Term Disability Insurance as offered by the district.
  - B. Up to full family medical insurance, as defined by the district's insurance carrier, including dental and vision insurance. Beginning July 1, 2014 health insurance premium benefits will be amended to comply with PA152 of 2011.
  
8. **Retirement.** The Board shall contribute to the Michigan Public School Employees' Retirement System on Behalf of the Superintendent in accordance with applicable laws.
  
9. **Vacation.** The Superintendent shall be granted a vacation period not to exceed 30 days for each contract year. A maximum of ten (10) vacation days per year may be cashed in each year of the contract.
  
10. **Termination.** During the term of this contract the Superintendent shall be subject to discharge for good and just causes, but the Board shall not arbitrarily and capriciously dismiss her. For purposes of this agreement, the term "just cause" shall include, but is not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Superintendent materially breaches the terms and conditions of the agreement. These criteria for termination of this contract during its term shall not be applicable to non-renewal of this contract which shall be discretionary with the Board. In the event the Superintendent's employment is terminated during the term hereof for just cause, this contract shall terminate and the Board shall have no further obligation hereunder. 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 not sooner than ten (10) business days following the Superintendent's receipt of written notice. At such hearing, she may have legal counsel at her expense.

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11. **Hold Harmless.** The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and Employer of the District, provided the incident arose while the Superintendent was acting within the scope of her employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses, defense of claims and payment of judgments resulting from her functioning as Superintendent, and will reimburse her for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

In witness whereof, the parties have duly executed this Superintendent's Employment Contract as of the Day and year written in the opening paragraph.

**SUPERINTENDENT**

**BOARD**

Hartland Consolidated Schools  
Livingston County, Michigan

\_\_\_\_\_  
Janet Sifferman

By \_\_\_\_\_  
Kevin Kaszyca, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cynthia Sinelli, Secretary