Education Achievement Authority of Michigan
Equity. Choice. Reinvention.

ADMINISTRATOR CONTRACT OF EMPLOYMENT

This Employment Contract ("Contract") is entered into this ____ day of _____ between the Education Achievement Authority of Michigan ("EAA of Michigan" and/or "Employer") and _____("Administrator"). The purpose of this contract is to set forth the terms and condition of the employment for the Administrator in the capacity of _____(position) with the EAA of Michigan.

For and in consideration of the Administrator being in the Employer's employment and in further consideration of the mutual promises and covenants herein undertaken, the Employer agrees to employ and the Employee agrees to accept employment pursuant to the terms and conditions hereafter provided:

1. **Qualifications.** The Administrator represents that he/she possesses the necessary certifications and qualifications required by applicable federal and state laws. Said Administrator understands and agrees to pay for any cost associated with conducting a criminal history check as required by the Michigan Revised School Code, including fees associated with fingerprinting. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.

2. **Duties and Responsibilities.** The Administrator shall faithfully perform the duties and responsibilities normally associated with this position and as prescribed by the Employer. Employer reserves the right to define the specific services to be performed by Employee and to extend or curtail such services from time to time as needed.

3. **Term of Employment.** The Board of Directors of the EAA of Michigan hereby employs the Administrator for a term of one (1) year, beginning _____ and ending _____.

4. **Tenure.** This Contract shall not be deemed to grant administrative tenure to the Administrator. It is further understood that the failure of the Employer to reemploy the Administrator at the conclusion of this Contract shall not be deemed a breach of this Contract or a discharge or demotion within the terms of the Michigan Teachers' Tenure Act, as amended.

5. **Nonrenewal of Contract.** In the event of nonrenewal of this Contract, the Employer shall provide notice of the pending action to the Administrator at least sixty (60) days prior to the termination date. It shall also advise the Administrator, in writing, not less than thirty (30) days prior to the date it actually with act on the non-renewal, of its intent not to renew, the reasons for the non-renewal, and of his/her right to a meeting with the Board of the EAA of Michigan during the thirty (30) day period to discuss these reasons in closed or open session.

6. **Termination.** The Employer may terminate Administrator's employment with the EAA of Michigan with or without cause, and with or without notice, in its complete discretion, subject to any limitations imposed by the Michigan Revised School Code, as amended and/or the

Michigan Teachers' Tenure Act, as amended. In the event of termination, Employer shall have no obligation to Employee for salary or other compensation or any other form of benefits under this Contract except for: (a) compensation earned prior to the effective date of termination, (b) vested benefits Employee has accrued under any retirement or deferred compensation plan sponsored by Employer, or (c) other benefits mandated under state or federal law for departed employees.

7. **Indemnity.** Consistent with the policy that personal liability shall not attach to the Administrator in the furtherance of his/her responsibilities, the EAA of Michigan shall defend, hold harmless, and indemnify the Administrator from any personal liability for any such claim or suit arising out of the performance of his/her duties while acting within the scope of his/her authority. The EAA of Michigan shall provide legal representation and shall settle, pay or compromise any claim, action or judgment against the Administrator, if necessary. However, the policy of personal liability shall not apply when an Administrator is disciplined for the act/s that precipitated a claim or suit.

8. **Meetings.** The Parties agree that the Administrator will attend appropriate professional and community meetings as required by the Employer. Reimbursement for expenses shall be consistent with the Employer's policy regarding administrator travel reimbursement.

9. **Salary.** The Administrator shall receive a base salary of _____ for the school year beginning _____and ending _____.

10. **Incentive Pay.** The Administrator may be eligible for additional compensation under the Pay for Performance Initiative Grant, subject to the terms of the grant, availability of grant funds and the conditions set forth by the EAA of Michigan.

11. **Fringe Benefits.** The EAA of Michigan shall contribute, depending on the Administrator's coverage, toward the Administrator's healthcare benefits which may include emergency and earned sick leave, health, dental, and vision, and the opportunity to participate in the applicable retirement package, in accordance with the Publicly Funded Health Insurance Contribution Act, as amended.

12. **Applicable Law and Forum.** This Contract shall be governed by and is subject to all applicable federal and state laws, rules and regulations of the Michigan Department of Education, and rules and regulations of the EAA of Michigan, all of which are made a part of the term and conditions of this Contract as set forth herein. Any dispute arising out of this Contract shall be resolved by the state or federal courts sitting in Wayne County, Michigan.

Dated:_____ _____

Administrator:

Dated: _____ _____

Chancellor:

COPIES: [ ] Administrator
[ ] Personnel File

 Form Amended: 4/27/2012