Elk Rapids Schools Interim Elementary Principal Employment Contract

In accordance with the action found in the December 8, 2025, meeting minutes of the Board of Education ("Board") of the **Elk Rapids Schools** ("District"), the Board employs **Kathryn Vieth** ("Administrator") as an Interim Elementary Principal according to the terms and conditions of this Contract as specifically described below.

- 1. **Term.** The Administrator is employed for a contract term beginning December 1, 2025, and ending on June 12, 2026. Any extension of this Contract requires the express approval of the Board.
- 2. **Duties.** The Administrator shall faithfully and diligently perform the duties of the Elementary Interim Principal as well as those duties as required by law and that may be further established, modified, or amended from time to time by the Board or Superintendent. The one exception to this requirement is the evaluation of teachers and support staff.
 - A. The Administrator acknowledges the ultimate authority of the Board as to his duties and will faithfully perform those duties and diligently implement the Board's policies and educational programs.
 - B. The Administrator will comply with and fulfill all duties and tasks for which she is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
 - C. The Administrator is responsible for student attendance, discipline, and safety, as well as related supports, services, and programs, subject to the direction of the Superintendent.
- 3. Assignment and Transfer. The Administrator is subject to assignment and transfer to another administrative position at the discretion of the Board or Superintendent.
- 4. **Evaluation.** The Administrator's performance shall be evaluated by the Superintendent or designee at least annually in compliance with Section 1249b of the Revised School Code for the period of this contract.
- 5. **Certification/Qualifications.** The Administrator represents that he possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board, the Michigan Department of Education, or other proper authority that the Administrator does not possess the requisite certification or qualifications to perform the responsibilities associated with her position.

- 6. **Compensation.** The position is full-time. The Administrator will receive compensation for the performance of duties under this Contract at a per diem daily rate of \$441.52 for 124 days, which equates to \$63,621.88 total. This amount is subject to any deduction required by law and will be remitted on the District's regular payroll.
 - A. The Administrator's compensation reflects 109 work days in the Contract year, including one (1) week after the regular school year calendar, less paid leave time.
 - B. The salary shall be paid in bi-weekly installments (unless otherwise agreed to by the parties), beginning with the commencement of the Contract.
 - C. Payroll deductions may be made as required by law or as authorized by the Superintendent.
 - D. Any adjustment to the Administrator's compensation made during this Contract will be in the form of a written amendment and shall become a part of this Contract.
- 7. **Summer Compensation.** The Principal may receive hourly compensation at a rate of \$43.00/hr for required duties over the summer outside his/her contract. These duties shall be assigned and approved by the Superintendent and/or the Board of Education. Required duties must be related to unexpected personnel changes, special education/504 cases, Title IX, Office of Civil Rights, bond/construction initiatives, new state mandates, and required court appearances. This list is not exhaustive and can include other circumstances approved by the Superintendent and/or Board of Education. Summer compensation should not exceed 40 hours unless otherwise approved by the Superintendent and/or Board of Education.
- 8. **Benefits.** The Administrator is entitled to only the following benefits (or in a mutually agreeable written addendum signed by both parties):
 - A. Health, Dental, and Vision Insurance as provided to other district employees. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
 - B. If the Administrator elects to decline coverage for any or all of these insurance coverages, he shall instead receive cash in lieu of insurance equal to half the hard cap rate for which they would qualify. To opt out of health insurance coverage, the Administrator must state in writing that he voluntarily opts out of the health care benefits provided to District employees, as he has health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

- C. Long-term Disability (LTD) Insurance as provided through the District's LTD insurance policy carrier.
- D. Upon submission of receipts, reimbursement for costs not covered by insurance for the Administrator's annual health examination.
- G. The employee shall receive a stipend of \$70 per month as a cell phone allowance. The employee is required to maintain a cell phone plan and provide the district with the cell phone number during the duration of the contract.
- 9. **Reimbursed Expenses.** The District shall reimburse the Administrator for all necessary and reasonable expenses incurred from the performance of her administrative duties, including travel, lodging, and meals in accordance with the District's per diem expense and reimbursement procedures.
- 10. **Authorized Absence.** The Administrator shall diligently perform her duties in a timely and professional manner. The Administrator's absence from duty due to personal illness or personal business will be promptly reported to the Superintendent.
 - A. The Administrator has been allocated sick leave for the 25-26 school year based on the teacher contract
 - B. The Administrator has been allocated personal leave for the 25-26 school year based on her teacher contract
 - C. The Administrator shall receive up to five (5) paid bereavement leave days for the death of a member of the Administrator's immediate family, which includes: spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother-in-law, sibling-in-law, son-in-law, and daughter-in-law.
- 11. **No Tenure in Position.** The Administrator agrees that she is not granted continuing tenure in the position of Elementary Principal or in any other capacity by virtue of this Contract or any employment assignment within the District.
- 12. **Nonrenewal.** The Board's decision not to continue or renew the Administrator's employment for any subsequent period in any capacity (other than a classroom teacher as may be required by the Michigan Teachers' Tenure Act) is not a breach of this Contract nor a discharge or demotion under the Michigan Teachers' Tenure Act. If the Administrator decides to seek nonrenewal of her position as Interim Elementary Principal at the end of this contract, she has the right to return to her prior position as an Elementary Kindergarten Teacher.
- 13. **Suspension and Termination.** The Board is entitled to suspend or terminate the Administrator's employment at any time during the term of this Contract for reasons not arbitrary and capricious.

- A. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board and may be governed by Section 1229 of the Revised School Code, MCL 380.1229.
- B. If the Board undertakes to suspend or terminate the Administrator during the term of this Contract, he shall be entitled to a hearing before the Board, which shall be scheduled no sooner than ten (10) calendar days after providing to the Administrator written notice of the charges. This timeline may be waived if mutually agreed by the parties.
- C. The Administrator may be represented by legal counsel at this hearing but at her expense.
- D. If the Board terminates the Administrator's employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further contractual obligation to the Administrator.
- 14. *Errors and Omissions Insurance.* The Board will pay the premium amount for errors and omissions insurance coverage for the Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of her authority.
- 15. **Limitations Period.** The Administrator agrees that any claim or suit arising out of her employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. The Administrator understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.
- 16. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Administrator about her employment with the District. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
 - A. Any prior agreement (written or oral) pertaining to the terms of this Contract is canceled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to unprofessional conduct and criminal history/records checks.

- B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Administrator and the President and Secretary of the Board.
- C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
- 17. **Severability.** If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Contract shall continue in full force and effect without said provision(s).
- 18. *Applicable Law*. This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

The parties agree to the above terms and conditions and affix their signatures to this Contract on December 8, 2025.

iterim Elementary Principal	
athryn Veith	
oard of Education of the E chools	lk Rapids
ennifer Brown, President	
nerry Steffen, Secretary	