

Contract of Employment SUPERINTENDENT

This employment agreement is entered into this 27th day of July, 2022 between the Ewen-Trout Creek School District (hereinafter the "District"), and Dave Radovich (hereinafter the "Employee") for a period commencing July 1, 2022, and concluding June 30, 2023.

1. The Superintendent shall perform the duties of the position of Superintendent of Schools at the Ewen-Trout Creek School District, as established by the Board or as such duties are changed from time to time by the Board in and for the Ewen-Trout Creek School District and as prescribed by the laws of the State of Michigan and the rules and regulations of the State Board of Education and Board of Education of the Ewen-Trout Creek School District.
2. The Superintendent shall receive compensation for the performance of duties under the Contract at a rate of \$24,600, and \$400/month into a Health Care Savings Account. The number of work days for which the Superintendent will be engaged is one hundred and eight days-113
3. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent or in any other capacity by virtue of this contract or any employment assignment within the school district.
4. The parties further agree that their employment relationship is of an at-will nature, which means that the relationship can be terminated at any time by either party or without cause, upon the presentation of ten (10) working days written notice to the other party. The parties agree that the Superintendent has no expectations other than this Contract and all obligations hereunder may be canceled upon presentation of the notice above specified. To the extent that non-renewal of this Contract is governed by the provisions of Section 1229 of the Revised School Code, the Superintendent waives notice of non-renewal of this Contract under that enactment. To the extent that such notice may not be waived or is otherwise required to be given, Superintendent acknowledges notice of non-renewal of this Contract through his signature on this document.
5. It is further agreed and stipulated that no individual administrator, Board member or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action by the Board of Education.
6. The Superintendent represents that he possesses the requisite certification/qualifications to the position assigned and that this agreement is terminable if it is determined by the Department of Education, or other proper authority, the Superintendent does not possess the requisite certification/qualifications to perform the responsibilities associated with his position. It is the intent of this provision to enable the school district to comply with applicable state laws pertaining to the certification/qualifications pertaining to the position of Superintendent and to avoid any jeopardy to the operation of funding of the school district or the subjecting of the Board of Education, its members or the school district to any fines, penalties or sanctions of any nature. The presence of this stipulation shall in no way be construed or regarded as a limitation upon the at-will employment relationship specified in this agreement.

Superintendent  David Radovich

Date 7-27-22

Board of Education  Samantha Schutz, President

Date 7-27-2022