

Superintendent's Employment Contract

This contract is entered into as of the 1st day of July, 2016, between the Board of Education of the Allegan Area Educational Service Agency, referred to as the "Board of Education" or "School District" and Mark Dobias as Superintendent, referred to as "Administrator", in this contract.

1. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration of the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District. Pursuant to MCLA 380.634(7), the administrator is prohibited from engaging in conduct involving moral turpitude and the Board may void this contract if the administrator violates the provision prohibiting conduct involving moral turpitude. The Superintendent shall perform the duties of Superintendent in a competent, proficient, and professional manner, and shall not during the term of the Contract be engaged in any other activity for remuneration without prior approval of the Board or its designee.

2. **Term:** The Board agrees to employ Mark Dobias as Superintendent of schools for the term of one and a half (1.5) months from July 1, 2016, to and including August 14, 2016, and as a Consultant to the superintendent from August 16, 2016, to and including September 30, 2016, subject to the nonrenewal and termination provisions described herein.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If the Board takes no action, the contract shall be deemed to have been renewed for an additional year.

3. **Evaluation:** The Board shall formally evaluate the Superintendent, at least 90 days before the end of the contract year, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent. Informal evaluations shall be conducted periodically through the year.

4. **Tenure Exclusion:** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position or any position other than a classroom teacher in the School District.

5. **Professional Liability:** The School 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 his individual capacity as agent and employee of the School District, provided the

incident arose while the Superintendent was acting within the scope of employment and excluding criminal litigations. In no case will individual Board Members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. **Professional Growth:** Upon prior approval, the Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the school district. The School District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of the duties as Superintendent, in accordance with Board policies.
7. **Professional Dues:** The School District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the MASA Region in which the School District is located, as well as other appropriate affiliations as approved.
8. **Compensation:** As compensation for all services rendered as Superintendent pursuant to this Agreement, the Board of Education shall pay, in 7 equal installments, to the Superintendent an annual salary of \$34,133.75 for the 2016-2017 contract year and the Board will also pay \$3,750.00 into a 403b annuity contract account. The Board will enter into an annuity contract for the benefit of the Superintendent with a provider of the Superintendent's choice. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary. Salary shall be prorated if needed for services actually rendered.
9. **Fringe Benefits:** During the term of this contract, the Superintendent shall receive the fringe benefits provided by the School District to full-time, professional administrative staff. The Employee shall contribute to the monthly premium for existing insurance benefits elected by the employee in excess of the hard cap which is paid for by the Board. If he elects to receive cash in lieu of the health insurance benefits, he shall receive a lump sum payment of \$833.34 per month. If dental and vision are selected, the deduction will be taken from his pay based on the current COBRA rates of the dental and vision coverage. If the Superintendent experiences a change of status as defined by the School District's COBRA policy, he may change his election pursuant to this paragraph. The district shall provide the Superintendent a term life insurance policy of \$300,000.
10. **Vacation Paid Days:** Twelve (12) sick days per year; sick days will be prorated to three (3) sick days, with accumulation up to 35 days total. Twenty-five (25) days vacation; vacation days will be prorated to 6.25 days. Whatever holidays fall between July 1, 2016 and September 20, 2016. A maximum of twenty (20) unused vacation days may be carried over to subsequent years. Two (2) business days per year; business days will be prorated to .5 days. Present AAESA long term disability plan for administrators.
11. **Transportation:** The Board shall provide the Superintendent with a monthly automobile allowance of \$1,200.00.

12. **Termination Provisions:** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon them and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, they may have legal counsel at their own expense.

This contract shall also be terminated in the event of the Superintendent's death or if he is disabled or incapable of performing the essential functions of this position for a period in excess of 150 consecutive or nonconsecutive days, or if it appears that there is a reasonable likelihood that the Superintendent shall not be able to return from a leave of absence due to physical or mental incapacity or resume the essential functions of his duties after such a leave. In such event, the Board may terminate this Contract and its obligations hereunder shall cease.

13. **Dispute Resolution:** In the event of a dispute between the parties relating to any provision of the Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Any party alleging a breach of this Contract must submit a demand for arbitration within 90 days of the alleged breach. Any arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fees and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.
14. **Severability:** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.
15. **Entire Agreement.** This document contains the entire agreement of the parties and supersedes prior oral or written promises or understandings. It may be modified only by a written document signed by these parties.

We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract on the day and year written below.

For the Board of Education

By the Superintendent

President

Secretary

Date

Date