

**ALPENA-MONTMORENCY-ALCONA
EDUCATIONAL SERVICE DISTRICT
SUPERINTENDENT CONTRACT 2011-2016**

This Contract of Employment, entered into this fourteenth day of April, 2011, between the Alpena-Montmorency-Alcona Educational Service District Board of Education, hereinafter called "Board" and Brian Wilmot, hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board; attendance in the closed session meetings will be at the discretion of the Board.
- c. Serve as an ex officio member, - without voting rights - of each committee established by the Board, with approval of said committee.

The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of the School District. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

In accordance with the provisions of P. A. No 163 of 1986 (MCL 380.1246), said Superintendent shall at all times possess a valid Michigan school administrator's certificate issued by the State Board of Education and shall fulfill all continuing education requirements.

2. EVALUATION

The Board of Education shall evaluate the Superintendent in writing prior to the last day in March. The Board shall review this contract with the Superintendent as part of the evaluation process. The evaluation shall be presented to and discussed with the Superintendent and the Board of Education. Before the commencement of each year of this Agreement, the Board of Education and the Superintendent shall meet to discuss and determine the performance standards for said year. A summary evaluation shall be given at a regularly scheduled Board meeting.

3. CONTRACT PERIOD

The Board agrees to employ the Superintendent as Superintendent of its District for the term of three (5) years from July 1, 2011 to and including June 30, 2016. The contract shall be for the fiscal years 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016. This contract shall be deemed to have been renewed for an additional one (1) year unless the Board shall have given written notice to the contrary to the Superintendent prior to April 1 of each year. By February 1 of each year the Superintendent shall provide notice in writing to the Board of their obligation regarding this provision.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in his position by virtue of this contract of employment.

5. "HOLD HARMLESS" CLAUSE

In the light of the unique nature of the professional duties of the Superintendent, the District shall provide to the Superintendent at no expense to him, legal counsel and representation in any legal action brought against him as Superintendent and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Superintendent not to include unprofessional conduct.

6. LIABILITY INSURANCE CLAUSE

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance not to include unprofessional conduct.

7. PROFESSIONAL GROWTH

The Superintendent may attend, with Board approval, professional meetings at the local, state, and national levels, the reasonable expenses of said attendance to be paid by the District.

8. PROFESSIONAL DUES

It is expected that the Superintendent will maintain active membership in Michigan Association of School Administrators, Michigan Association of Intermediate School Administrators, and National Association of School Administrators to include attendance at such State and National Association Conferences with prior Board approval. The District shall pay the Association dues of the Superintendent for these organizations, plus other dues for professional associations as deemed necessary by the Superintendent and approved by the Board.

9. COMPENSATION

- a. The Board agrees to pay the Superintendent for his services during each year of said contract in bi-weekly installments. The base compensation for the first year (2011-2012) of the contract shall be one hundred forty-two thousand eight hundred fifteen dollars (\$142,815). The compensation for all succeeding years of the contract shall be based on the average percentage salary increase of the other AMA ESD administrators. Beginning with the 2012-2013 contract year, increases in compensation will be distributed between the base salary and annuity at the discretion of the superintendent.

- b. Annuity – The Superintendent shall receive an annuity in the amount of \$14,014 per year.

10. FRINGE BENEFITS

The Superintendent shall be afforded all leaves granted to Administrators under the policies established by the Board of Education of the District, and said policies are specifically incorporated herewith and made a part of this contract.

- a. The Superintendent shall also be afforded no less than the fringe benefits paid and provided to other administrators employed by this District not specifically identified in this contract. Including dental, vision, LTD, tuition reimbursement and full family health insurance with FC Rider.

- b. Life Insurance - A \$100,000 term life insurance policy shall be provided for the Superintendent, while employed by the Board provided it may be purchased at reasonable premium rates.

- c. Fees and Expenses - The Superintendent shall be reimbursed for actual expenses incurred during the month in accordance with the employee travel policy while carrying out functions of the Superintendent's job. A monthly expense report must be completed, receipted properly, signed by the president and turned in to receive said reimbursement. Service club dues and meals shall be Board paid as long as the Superintendent maintains membership in the club. It is also expected that he will attend MASB and NSBA conventions at the Board of Education's expense when accompanied by Board Members.

- d. Vacation Days – The Superintendent shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays, during each year of this Agreement. Such vacation period shall be with pay and shall be selected by the Superintendent during periods of time least disruptive to the operations of the District. The Superintendent shall take at least ten (10) days' vacation per year and shall not be entitled to accumulate vacation days or be paid for unused vacation days without Board

approval. (Legal holidays are July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day)

11. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. This Agreement may be terminated at any time for acts of moral turpitude, misconduct, or if the employee violates any of the terms or covenants of this Agreement. If the Administrator engages in conduct involving moral turpitude, the Board shall have the right to void this contract. No discharge shall be effective until written charges have been served upon him 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, he may have legal counsel at his own expense. Nonrenewal of this Agreement by written notice 90 days prior to expiration shall be at the discretion of the Board pursuant to MCL 380.1229.

12. BREACH

In the event of a breach on the part of either party to this Agreement, nothing contained herein shall be construed to render the obligations of either party under this Agreement null and void.

13. AMENDMENT

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and may not be amended, renewed, or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

ALPENA-MONTMORENCY-ALCONA ESD BOARD OF EDUCATION

By _____
President

By _____
Vice-President

By _____
Superintendent