

BAY-ARENAC INTERMEDIATE SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT

SCHOOL SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Bay-Arenac Intermediate School District (hereinafter "Board" or "Intermediate School District") and [REDACTED] (hereinafter "Superintendent") that, pursuant to Sections 601a(1)(d), 623(1)(b) and 1229 (1) of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on the 20th day of February, 2012, has and does hereby employ the said [REDACTED] for a four (4) year period commencing on July 1, 2012 and ending on June 30, 2016, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform his duties as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

The Superintendent is subject, during the term of this Contract, to assignment and transfer to another position of administrative employment in the Intermediate School District at the discretion of the Board.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform all duties as assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and Board policies and goals of the Intermediate School District for which he is responsible during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the Intermediate School District and constantly promote efficiency in all areas of his responsibility.

4. Superintendent shall be paid at an annual (i.e. July 1 - June 30) salary rate of not less than One Hundred Twenty Three Thousand, Nineteen dollars and Eighty cents (\$123,019.80) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board as set forth herein.

The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this Contract

shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this Contract.

5. The Board shall contribute to an IRS Section 403b or 457 account of the Superintendent's choosing, an amount not less than Eight Thousand Dollars (\$8,000) annually during the term of this contract. The Board shall review the amount paid and at its discretion may adjust the amount.

6. Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 through June 30) as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. Up to ten (10) unused vacation days from any fiscal year may be carried over to the next succeeding fiscal year provided that the amount of accumulated vacation time [exclusive of the twenty-five (25) vacation days allocated on a current basis during the fiscal year] shall not exceed twenty (20) days.

Superintendent may elect to receive salary in lieu of accumulated vacation days, to a maximum of ten (10) days per year. Vacation days redeemed in this fashion shall not be subject to Board contributions to the Michigan Public School Employees Retirement System where to do so would violate MCLA 388.1764a, or its successor provision.

7. Superintendent's performance shall be evaluated by the Board not less than annually, not later than March 31. By January 15 of each year, Superintendent shall inform the Board of Education President of the Board's evaluation obligation under this Contract.

Not later than March 31st of each year, the Board will determine whether or not to extend this Contract beyond its current expiration date of June 30, 2016. The Board will, by March 31st annually, determine whether or not the Superintendent's contract shall be extended for an additional one (1) year period.

8. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for reasons that are not arbitrary or capricious, for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if Superintendent materially breaches the terms and conditions of this Contract.

The foregoing standards for termination of this Contract during its term shall not be applicable to non-renewal of this Contract at the expiration of its term or to extension of this Contract during its term, which decisions are discretionary with the Board.

In the event that the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

9. In the event of Superintendent's mental and/or physical incapacity (i.e., long term disability) to perform the duties of his office, he shall be granted an initial leave of up to ninety (90) work days for purpose of recovery. Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid. Health plan premium payments shall be made on behalf of Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, Superintendent shall furnish medical certification to the Board respecting the necessity for the leave.

If the Board has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and this Contract may be terminated at the option of the Board.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

10. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the Intermediate School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable accommodation. Any physical or mental examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense.

The Board agrees, as a benefit under this Contract, to pay for the cost an annual comprehensive medical examination of Superintendent, with the exception of any costs that are paid by insurance covering Superintendent. Superintendent agrees, in connection with this voluntary medical examination, to provide a statement to the Board of Education President certifying to the ability of the Superintendent to perform the essential functions of his job.

Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

Health insurance: Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the ISD shall make premium payments on behalf of the Superintendent and his/her eligible dependents for the following programs.

Dental insurance: Self-funded dental benefit comparable to MEBS 4 Star Dental Plan.

Term life insurance (Superintendent only): Policy amount of 1.5 times salary, with double indemnity.

Vision insurance: Self-funded vision benefit comparable to MEBS 4 Star Vision Plan.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Intermediate School District, by payment of the premium amounts required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

14. Superintendent is entitled to the following holidays for which no service to the Intermediate School District is required:

New Years Day	Day after Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day
Labor Day	New Years Eve Day

15. The Superintendent shall be allocated ninety (90) sick leave days per contract year for absences due to personal illness or disability.

16. Superintendent will have up to two (2) days, non-accumulative, per contract year, to utilize for personal business. In addition, three (3) days for bereavement may be granted to Superintendent for immediate family, including parents, grandparents, siblings, spouse's parents, spouse's grandparents and spouse's siblings.

17. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with expense and reimbursement procedures established by the Board. Any travel expense to be incurred by Superintendent for travel, shall be submitted for approval by the Board. A total of Five Hundred Dollars (\$500.00) will be allowed for travel each month as part of his car allowance. This expenditure will be reviewed on an annual basis.

18. Subject to express approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board.

19. The Superintendent, if enrolled in courses directly related to the administrator's position, from an accredited post-secondary institution, shall be reimbursed to a maximum of \$1,000 per year. Upon submission of proof of successful completion of the enrolled course(s) and a paid receipt, the Board shall reimburse the Superintendent.

20. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall the right to discontinue said coverage and shall so notify Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Superintendent as is authorized under MCLA 691.1408 and under MCLA 380.601a(1)(d).

21. The Board agrees to pay Superintendent Three Hundred Dollars (\$300.00) for each year of service, to a maximum of Five Thousand Four Hundred Dollars (\$5,400.00) upon Superintendent's retirement from the ISD provided that Superintendent is employed with the ISD a minimum of five (5) years and is retiring under the provisions of the Michigan Public School Employees Retirement Act.

22. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

23. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

24. This Contract is executed on behalf of Bay-Arenac Intermediate School District pursuant to the authority granted as contained in the Resolution of the Board adopted on June 3, 2002, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on Monday, February 20, 2012.

Date: _____

SUPERINTENDENT
BAY-ARENAC ISD
BOARD OF EDUCATION

Date: _____

By _____

████████████████████

PRESIDENT

By _____

████████████████████

VICE PRESIDENT

████████████████████