

**EMPLOYMENT CONTRACT
BETWEEN
DAVID A. MICINSKI
AND
BENZIE COUNTY CENTRAL SCHOOLS**

1. **THIS CONTRACT**, entered into this 1st day of July 2012 between the Board of Education, hereinafter called the "Board" and David A. Micinski, hereinafter called "Superintendent".

2. **Certification**

The Superintendent represents that he holds all certificates and credentials required by law and by the district to accept this administrative position.

3. **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 and the Board. He will act as an advisor to the Board on matters pertaining to the school administration or 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 needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

4. **Term**

The Board agrees to employ David A. Micinski as Superintendent of its schools for the term of four (4) years from July 1, 2012 to and including June 30, 2016.

The Board of Education shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, consider whether the contract should be extended for an additional year. The Superintendent shall be notified, in writing, of any action taken by the Board to extend this contract.

The Superintendent shall annually advise the Board of this obligation during the month of January.

5. **Evaluation**

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and Superintendent. In the event the Board and Superintendent do not come to agreement, the Board can determine the evaluation criteria and process.

6. Tenure

The Superintendent shall not be deemed to be granted continuing tenure in any administrative capacity, but shall be eligible to acquire continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure act.

7. Professional Liability

The 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, excepting those arising from his intentional acts and/or his acts of gross negligence, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and the scope of his authority. Criminal litigation shall be excluded from the District's obligation to defend, hold harmless and indemnify.

The Board shall provide 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. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

8. Professional Growth

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

The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his duties as Superintendent.

9. Professional Dues

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved by the Board President. The District shall also pay any annual dues to local service organizations the Superintendent may join, as approved by the Board President.

10. Graduate School Tuition

The Board will reimburse the Superintendent for the cost of tuition for up to six graduate credits every five (5) years at any public college or university in Michigan upon completion of the course.

11. Medical Examination

The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated

as confidential Information. Any costs of said medical examination not covered by the Board provided health insurance shall be paid by the District. A physician acceptable to the Board shall conduct the medical examination.

12. Compensation:

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments, unless otherwise agreed to by the parties.

Compensation shall be as follows:

- July 1, 2011 – June 30, 2012 – \$117,182
- July 1, 2012 – June 30, 2013 – To be set at a later date, not less than previous year
- July 1, 2013 – June 30, 2014 – To be set at a later date, not less than previous year
- July 1, 2014 – June 30, 2015 – To be set at a later date, not less than previous year
- July 1, 2015 – June 30, 2016 – To be set at a later date, not less than previous year

13. Termination Provisions

Although it is the intention of the parties that this agreement shall be through June 30, 2016 it is mutually agreed that the agreement contained herein may be terminated in advance upon the happening of any of the following events:

- A. The death of the Superintendent.
- B. The disability of the Superintendent. Disability shall mean the physical or mental disability of such a character or degree that two (2) physicians [one (1) physician selected by the Superintendent], licensed in the State of Michigan to practice medicine and not related to the Superintendent by blood or marriage, shall certify, in writing, that the Superintendent is disabled and unable to perform the duties required of him under this agreement and normally done by the Superintendent, and that said condition is unlikely to significantly improve within the foreseeable future.

The benefits accrued under this agreement at the time of said disability shall continue for the term of the agreement or for a time as mutually agreed upon by the parties.

- C. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his/her position responsibilities for a period of sixty (60) consecutive days or more due to a mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event the Board undertakes to dismiss the Superintendent during the term of this contract, he/she 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 Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

14. Fringe Benefits:

The Board of Education shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Life insurance in the amount of \$100,000.
- Effective July 1, 2005 and each year thereafter, the Superintendent shall be awarded thirteen (13) accumulated sick days per year.
- Twenty (20) vacation days per year. These shall be in addition to the holidays recognized by the District.
- Nine (9) paid holidays: Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving (2 days), Christmas (2 days) and New Year's Day.
- Two (2) paid personal leave days per year.

15. Payment for Unused Sick Leave

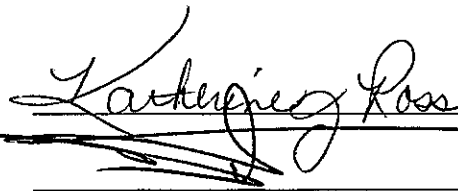
Upon termination of the Superintendent's employment with the District, provided the Superintendent has served a minimum of five (5) years, the Superintendent shall be paid for his unused accumulated sick leave at \$15.00 per accumulated day.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 28th day of June, 2012.


ADMINISTRATOR:



**BOARD OF EDUCATION OF THE
BENZIE COUNTY CENTRAL SCHOOLS**



President



Secretary