

COPY

EMPLOYMENT CONTRACT

IT IS AGREED by and between the **BOARD OF EDUCATION OF THE DOWAGIAC UNION SCHOOL DISTRICT**, Dowagiac, Michigan, hereinafter referred to as the "**BOARD**", and **DR. MARK D. DANIEL**, hereinafter referred to as the "**SUPERINTENDENT**", to employ **DR. MARK D. DANIEL** in the capacity of **Superintendent of Schools** under the authority of the Board and its successors for the period of July 1, 2011 through June 30, 2014.

1. Duties

- (a) The **Superintendent** agrees to perform all duties and responsibilities assigned in a competent and professional manner and to render satisfactory service in such capacity in accordance with the present and future policies, rules, regulations, and bylaws adopted by the Board.
- (b) The **Superintendent** will supply, when requested by the Board, documents that establish that the **Superintendent** legally qualifies under the laws of the State of Michigan to act in the capacity assigned, and the **Superintendent** may be removed without recourse in the event said qualifications and requirements are not maintained or if they are not of a permanent nature.
- (c) It is specifically agreed and understood by the parties that the position of **Superintendent of Schools** is a full-time position and that the **Superintendent** shall devote his efforts to employment set forth herein. In this connection that **Superintendent** shall not undertake gainful employment from any other source whatsoever during the term of this agreement, except upon the express written approval of the Board of Education.

2. Compensation

- (a) In consideration for the satisfactory performance of all duties assigned to the Superintendent, the Board agrees to compensate the Superintendent for the sum of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000) for the period of **July 1, 2011 through June 30, 2012**.
- (b) Over and above the aforementioned base salary the **Superintendent** shall receive from the Board, as part of the salary/compensation package:
 - (i) during each year of this contract the further sum of Five Thousand and 00/100 Dollars (\$5,000.00) for the purchase or acquisition of an annuity policy or contract for the benefit of the **Superintendent**.

- (ii) the school district shall provide the same group health and hospitalization insurance plan/carrier that is provided to other district administrators. The amount paid by the board will be at least equal to that paid by the board for district administrators with full family coverage.
- (c) The Board will evaluate the **Superintendent** no later than June 1, 2012, at which time it will establish his rate of compensation for the period of July 1, 2012 through June 30, 2013.
- (d) Attached to this agreement, and incorporated herein by reference, is a document specifically setting forth the benefits that are granted to the **Superintendent**.

3. Renewal and Termination

- (a) It is mutually understood that the terms of this contract of employment are not subject to automatic renewal. However, the Board may, at its sole discretion, offer to renew this agreement or extend the term of this agreement for such period as the Board shall determine appropriate. The Board shall notify the **Superintendent**, in writing, no later than 180 days prior to the expiration of the present term of this contract (or any extension thereof) of its decision to either terminate the agreement at the end of its term or to extend or renew the agreement beyond its term. If the Board elects to terminate the agreement then all further performance evaluations shall not be necessary and all salary benefits and obligations hereunder shall cease at the conclusion of the term of this contract.
- (b) If the Board offers to renew or extend this agreement the **Superintendent** shall, within thirty (30) days of receipt of such written notice, notify the Board in writing of his intention to accept or reject the offered extension or renewal. If the Superintendent rejects the offered extension or renewal, the further performance evaluations shall be unnecessary and salary, benefits and obligations hereunder shall cease at the end of the contract's term. If the **Superintendent** accepts the offered extension or renewal, then the Board shall complete the annual evaluation by June 1, at which time it will establish the rate of compensation for the following contract year.
- (c) It is mutually understood and agreed that this contract is not to be construed to grant to the **Superintendent** tenure, in this position or in any other administrative position within the Dowagiac Union School District, and that no such tenure shall be granted as a consequence of this employment agreement or as a consequence of the **Superintendent's** assuming the duties set forth herein.

(d) This contract may be terminated at any time during its term (or any extension thereof) in the following manner:

- (i) **Mutual Agreement:** The parties may mutually agree, in writing, to terminate this employment contract prior to the expiration of its term, or prior to the expiration of any extension thereof, upon such terms and conditions as are mutually acceptable.
- (ii) **Termination for Cause:** This contract may be terminated at any time during its term or any extension thereof upon a vote of the majority of the Board for just cause, including but not limited to misfeasance or malfeasance of office, insubordination, the commission of a misdemeanor or felony pursuant to the laws of the State of Michigan or the United States, misconduct reflecting on the moral turpitude of the **Superintendent**, inadequate or non-performance of assigned duties, or physical or mental incapacity. In the event the Board considers terminating the **Superintendent's** contract for just cause, the **Superintendent** shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board before any final determination. If the **Superintendent** chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the **Superintendent**. In the event of dismissal for cause, the Board will not be obligated for any salary, benefits, or other obligations during the unexpired term of this contract, or if extended, during the unexpired term of such extension.

4. **Hold Harmless**

The Board shall defend, indemnify and hold harmless the **Superintendent** for any claims, legal proceedings or judgments (excluding criminal proceedings) brought against the **Superintendent** in his official capacity as an agent or employee of the School District; provided that such claims, legal proceedings or judgments arise from or result from actions or decisions taken by the **Superintendent** that are within the scope of his authority and duties as **Superintendent** and are not contrary to established Board policy. The Board shall provide liability insurance covering the **Superintendent** for the costs of defense of any such claims and shall indemnify his for any judgments or liability resulting from such claims. Individual Board members shall not be personally liable for this indemnification and hold harmless provision.

This contract shall be subject to all of the applicable laws and statutes of the State of Michigan.

Dated:

_____, 2011

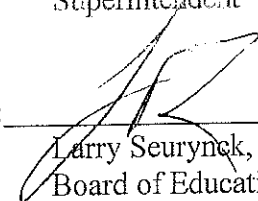
By:



Dr. Mark D. Daniel
Superintendent

_____, 2011

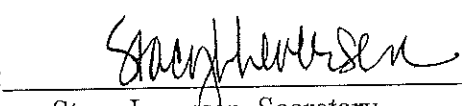
By:



Larry Seurneck, President
Board of Education

_____, 2011

By:



Stacy Levensen, Secretary
Board of Education

Benefits
Superintendent of Schools

1. The **Superintendent** may attend four (4) state conferences and one (1) national conference per year and shall be reimbursed for all normal and reasonable expenses incurred relating to his attendance at such conferences.
2. The School District shall pay the membership cost on behalf of the **Superintendent** for the Michigan Association of School Administrators and the American Association of School Administrators.
3. The **Superintendent** shall be reimbursed the sum of Five Hundred and 00/100 Dollars (\$500.00) per month for the in-district utilization of his personal vehicle while conducting the business of the School District. The **Superintendent** shall receive the regular mileage reimbursement for out-of-district travel, which is directly connected to his employment.
4. In addition, the Superintendent will receive the same benefits provided to other district administrators except in specific instances listed in the contract.

2011-12 ADMINISTRATIVE BENEFITS

FRINGE BENEFITS

1. 100% Board paid Health, Dental, Vision and LTD - approved annually by Board of Education
2. Twelve (12) sick days per year up to a total of 155 (Maximum)
3. Four (4) personal days per year to be deducted from sick bank
4. Twenty-five (25) vacation days per year (52 week employees)
5. Mileage reimbursement per IRS rate
6. Paid holidays – nine (9) 42 week employees; twelve (12) 52 week employees
7. Funeral Leave
 - a. Three (3) day Immediate family funeral leave [mother(in law), father (in law), sister, brother, child (not deducted from sick bank)]
 - b. One (1) day for non-immediate family/friend (not deducted)
8. Reimbursement for State Certification Fee, as approved in advance by the Superintendent
9. Life Insurance equal to 2x salary, rounded to nearest thousand

PERSONAL GROWTH

Up to three (3) graduate hours per year may be reimbursed for the cost of tuition and books for the completion of graduate course approved in advance by the *Superintendent* at the WMU graduate hour rate. See district form.

LONGEVITY / EXPERIENCE/PERFORMANCE INCENTIVE *

Administrators who have served the Dowagiac Union School District in an administrative capacity for at least three (3) consecutive years shall be eligible for the following each year:

- Three (3) to five (5) years of service – one day per diem pay
- Six (6) to (9) years of service – three days per diem pay
- Ten (10) to fourteen (14) years of service – five days per diem pay
- Fifteen (15) years and up- seven days per diem pay

Paid out at the current per diem rate for that administrator

** Based on the annual Evaluation of 90% or higher*