

SUPERINTENDENT'S EMPLOYMENT CONTRACT

BETWEEN JEFFREY S. CURTH AND THE BOARD OF EDUCATION OF THE MACKINAW CITY SCHOOL DISTRICT

This contract is entered into on the 17th day of November, 2010 between the Board of Education of the Mackinaw City School District, referred to as the "Board of Education" and Jeffrey Curth as Superintendent, referred to as "Administrator" in this contract.

Because the Board of Education at a meeting held on the 17th day of November, 2010 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. TERM This contract shall take effect on the 17th day of November, 2010 and continue in force through the 30th day of June, 2014, subject to extension and termination as provided in paragraph 4 and 10.

2. DUTIES The administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

3. EVALUATION Yearly, in November, during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility in a timely manner. Said evaluation shall be in accordance with performance on mutually agreed upon goals and bylaws. The Administrator shall have the right to attach a written rebuttal to any and/or all evaluation documents.

4 A. EXTENSION This contract shall be extended to include the school year of July 1, 2011 to June 30, 2014 upon receipt of satisfactory evaluation on the November, 2010 evaluation report, and one year additional year added to the contract each year thereafter that the Superintendent's performance is satisfactory on the October evaluation.

4 B. UNLESS THE BOARD OF EDUCATION give written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, automatically be renewed for an additional one year period by Public Act 183 of 1979. The Superintendent shall annually advise the Board of Education of this obligation during the month of February.

5. TENURE EXCLUSION This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

6. COMPENSATION The Board of Education shall pay to the Administrator an annual salary of \$79,070.00 for the school year 2011 to 2014 and not less than \$79,070.00 for the school year of 2011 to 2014. The salary shall be paid in 26 equal installments. 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 below the figure specified in this paragraph.

7. INSURANCE BENEFITS During the term of this contract, the Administrator shall receive the insurance benefits provided by the school district, in accordance with the Board of Education and subject to the following limitation: first, this paragraph excludes any insurance benefits specifically set forth in this contract, and second, such insurance benefits are subject to change at any time. Further, the Board of Education agrees to furnish a term life insurance policy for the administrator in the amount of \$300,000.00. If the policy is exercised during the first

five years of its existence, \$100,000.00 shall be paid to the beneficiary, and \$200,000.00 shall be paid to the Board of Education. After five years in existence, \$200,000.00 shall be paid to the beneficiary and \$100,000.00 to the Board of Education. After ten years in existence the beneficiary shall be paid \$300,000.00

8. **OTHER BENEFITS** The Board of Education agrees to pay each year of the contract an amount equal to 3% of the base salary listed in number 6 into an annuity in the name of the Administrator. The Administrator shall be reimbursed for expenses in meeting the requirements for administrative certification in Michigan Laws. The Administrator shall receive twenty (20) days of vacation per year, cumulative to forty (40) days. The administrator shall receive ten (10) sick/personal days per years cumulative to one hundred (100) days.

9. **ADDITIONAL DUTIES COMPENSATION** The Administrator agrees to perform the duties of Preschool Administrator/Title I Director for compensation of \$5,202.00 per year. The Administrator agrees to perform the duties of Special Education Director for compensation of \$5,202.00 per year.

10. **TERMINATION** If at any time, the Administrator fails to maintain the credentials and state qualifications for the position of Superintendent, as required by law, this contract shall automatically terminate. The Administrator may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy, or regulation.

11. **SEVERABILITY** If any portion 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.

12. **THE BOARD AND THE ADMINISTRATOR** agree that in the event of demotion or discharge of the Administrator as herein provided, the Administrator shall, at the Administrator's choice and except as provided in section five (gross felony language) be paid his specific salary only, less any amount of any other administrative capacity in which he may be employed by the Board; or, the immediate payment of the dollar equivalent of the total salary compensation, in any other Section of this contract for any then remaining balance of the term of this contract.

13. **THE PARTIES**, duly appointed representatives of the parties, and/or the successors of the parties, mutually agree to refrain from negative or derogatory public comment (in any form, including but not limited to speaking, writing and acting) relative to the severance. It is recognized that failure to refrain as stipulated may subject either party to litigation. We the parties of this Superintendent Employer Contract sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

_____, President
_____, Vice President
_____, Secretary
_____, Treasurer
_____, Trustee
_____, Trustee
_____, Trustee

Jeffrey S. Curth