

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT entered into this 1st day of July 2011, between EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT, hereinafter referred to as the Board, and Daniel Reattoir, a duly qualified Superintendent, hereinafter referred to as the Superintendent.

WITNESSETH:

1. CONTRACT PERIOD

The Superintendent is employed for a period of July 1, 2011 through June 30, 2013. Should the Board determine that it does not want to renew or extend the Superintendent's contract, notification of non-renewal of the contract shall be given in writing at least 90 days before the end of each contract year or the contract is extended for an additional one (1) year period. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31st of each ensuing year, take official action determining whether or not it is extended for an additional year, and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

2. DUTIES

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 those duties assigned by the Board, and 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 policies of the School District during the entire term of this contract.

3. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of this contract in equal biweekly installments. The annual salary rate for the 2011-12 school year (July 1, 2011 through June 30, 2012) is \$120,000.

The salary increase for the 2012-13 year of this contract shall be 3% if the superintendent evaluation for 2011-12 is deemed to be satisfactory. Any other increase 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.

4. EVALUATION

The Board of Education shall evaluate and assess in writing the performance of the Superintendent annually during the term of this contract.

5. FRINGE BENEFITS

Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the District shall provide the following benefit programs:

Vision Insurance: Equal to top union contract

Dental Insurance: Equal to top union contract

Life Insurance: 2 X Salary

Health Insurance: MESSA Choices II; Deductible \$300/600; Office Visit Co-Pay \$20; Saver Rx or as provided other Central Office staff members

Cash in lieu of health insurance: \$370 per month

Long Term Disability: No cap

Tuition Reimbursement: Up to \$200 per semester hour not to exceed nine hours per year

Payment of accumulated sick days upon retirement: 75 days @ \$40 with minimum of 50 days accumulated

Sick days: 50 days initially and accrual at .065 per hour to a maximum of 100 days

Personal Business Days: Accrues at .0170 per hour to maximum of 8 days

Vacation Days: 20 days per contract year

Longevity: After 5-7 years \$450; after 8-11 years \$650; after 12-15 years \$850; after 16 years \$1,050

Holiday Pay: None

Travel: EUPISD vehicle available for Superintendent business use or reimbursement at agency rate for personal vehicle used for EUPISD business; IRS reimbursement rate applies for any time that agency vehicle not available

6. PROTECTION FROM LIABILITY

In light of the unique nature of the professional duties of the Superintendent, the Board shall purchase insurance coverage for the Superintendent related to his employment by the Board designed to provide Superintendent with protection from liability related to Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board's obligations shall be limited to the payment of the insurance premiums.

7. TENURE

The above named person shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which he may be assigned.

8. QUALIFICATIONS

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 law and/or 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 may be terminated and the Board shall have no further obligation hereunder.

9. DISABILITY

The Board shall be entitled to terminate this contract during its term in the event of Superintendent's inability to perform his position responsibilities for a period of one hundred twenty (120) consecutive days or more due to mental or physical disability. The Board may consider a request from the Superintendent to extend the foregoing 120-day period for an additional sixty (60) calendar days.

10. TERMINATION

During the length of this contract, the Superintendent shall not be subject to discharge for a reason which is arbitrary or capricious. No discharge shall be effective until written charges have been served upon him. He shall have an opportunity for a hearing before the Board not less than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at his own expense. The foregoing shall not apply to non-renewal of this contract or any extension of this contract. Termination of this contract by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right to not extend or renew this contract or any extension of the contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

The Board shall be entitled to terminate the Administrator's employment at any time during the term of this contract for material acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, or if the Administrator materially breaches the terms and conditions of the Agreement.

11. NO MODIFICATIONS

The terms of this agreement may not be revised by oral and/or written statements made by individual Board members or any other representative or agent of the Board of Education. No change or modification of this contract of employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board. No waiver of any provisions of this contract shall be valid unless it is in writing, signed by the Superintendent and the Board and formally approved by the Board.

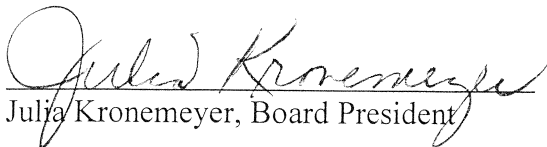
12. AMENDMENT


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 have caused this Agreement to be executed on the day and year first above written.

Signatures:

Eastern Upper Peninsula Intermediate School District


Julia Kronmeyer, Board President


Daniel Reattoir, Superintendent

5-11-11
Date

5/12/11
Date

