

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT
(Revised)**

RECEIVED JUL 20 2012

This contract of employment, entered into this 16th day of May, 2011, by and between the Crawford AuSable School District Board of Education, hereinafter called the Board, and Joseph P. Powers, hereinafter called the Superintendent.

WITNESSETH:

1. The Board agrees to employ said Superintendent (*Chief Financial Officer/ Human Resource Director (100k savings/yr), Director of State and Federal Programs (15k savings/yr), Reproductive Health Chair (allowed for 1/2 time AD at 45k savings/yr) and Fine Arts Chair (1.5k savings/yr)(total of 161.5k/yr)*), having represented to the Board that he holds all certificates and other qualifications required by law for a Superintendent of the District, as Superintendent of Schools for the term of five years; commencing the 1st day of July, 2011, and terminating the 30th day of June, 2016.
2. The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 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.
3. The Superintendent agrees to perform the duties of a Superintendent of Schools in a competent and professional manner subject to the established policies and regulations of the Board of Education and the laws of the State.
4. The District agrees to pay the Superintendent the sum of one hundred and fourteen thousand, seven hundred and sixty-six dollars (\$115,914.00) for the 2010-11 school year and will be annually increased two percent. For longevity, each subsequent year the superintendent remains employed by the district, salary also will be increased one percent. For 2010-11 school year, the longevity payment shall be \$3,443.
5. The Superintendent shall be afforded the fringe benefits granted to teachers and administrators under the policies established by the Board and said policies are specifically incorporated herein and made a part of this contract of employment.
6. This contract shall be deemed to have been renewed for a period of one year unless the Board shall have provided written notice to the contrary to the Superintendent ninety (90) days prior to its renewal date, in which case reasons for non-renewal shall be given and a hearing provided if requested. (Act 247, P.A. 1970)
7. It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in any administrative position.
8. The Superintendent agrees that this contract shall be subject to all of the terms and provisions now or to be in effect of the policies and regulations of the District and to all the applicable laws and statutes of the State of Michigan.
9. The Board of Education shall evaluate the Superintendent in writing during March of each year. The evaluation shall be presented to and discussed with the Superintendent by the Board of Education. Before the commencement of each year of this Agreement, the Board of Education and the

Superintendent may meet to discuss and determine the performance standards for said year. A summary evaluation shall be approved at a regularly scheduled Board meeting.

10. In addition to the benefits granted under item 5, it is specifically understood that the following shall be included:
 - A. Health, dental, long term disability and vision insurance as identified in the Administrative Handbook.
All health riders provided to teachers shall be provided to the Administrator.
The health insurance options and contributions will be determined following the teacher union negotiations.
 - B. Life Insurance: twice annual salary term for self.
 - C. Professional Dues: National, State and Local will be paid by the District.
 - D. Conferences: The District shall pay travel, registration fees, room and meals. One national conference is included per year.
 - E. Retirement: The District agrees to pay the Administrator's retirement in the Michigan Public School Employees Retirement Fund exclusive the employee's MIP contribution. The Administrator shall be afforded a retirement benefit under the following conditions. An Administrator who retires under the Michigan Public School Employee Retirement System shall be entitled to receive an annual stipend of 0.75 of one percent of the highest year of salary compensation in the district multiplied by the years of service in the district. This stipend shall be paid to the employee for seven years or until the employee reaches the age of 62, whichever comes first. Such stipend shall be paid to the retired employee on a monthly basis.

When ending employment with the district after 10 years of service as an administrator, the administrator will receive termination pay of \$5,000. Administrators with less than 10 years and at least five years of service as an administrator will receive \$2,500 plus \$500 for each year beyond five years of service as an administrator.
 - F. Vacation: Thirty vacation days per contract year plus holidays will be provided. Unused days will be paid at a per-diem rate.
 - G. Physical examination: The Administrator will undergo an annual physical examination, at Board expense, by a physician from the local area. The Board agrees to pay all costs for additional physical examination procedures recommended by the local physician.
 - H. Mileage: The Board shall reimburse the Superintendent for travel at the IRS rate. Three Hundred Fifty Dollars (\$350.00) shall be paid to the Superintendent on the 1st of each month towards the annual travel reimbursement.
 - I. Sick/Personal Leave: The Superintendent shall be entitled to eight (8) paid sick days and four (4) paid personal days each year of the term of this contract. Unused sick and personal leave days will be credited to the Superintendent's sick leave bank at the end of each contract year and will be paid at half per diem upon termination of employment.
 - J. Annuity: The Superintendent shall be paid an annuity in addition to his salary in the amount of 3.4% of his annual salary and shall increase 1/10 each year. This annuity shall be considered

compensation. Payment shall be made monthly. The superintendent shall also receive a board paid annuity of 3.2% of his annual salary also paid monthly.

11. The Board of Education agrees, as a further condition of this employment contract, 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 capacity as agent and employee of the Board of Education, provided the incident arose while the Superintendent was acting within the scope of his employment.

12. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from the Superintendent's functioning as Superintendent and will reimburse the Superintendent for any portion of such expense and judgments not covered by insurance.

In witness whereof, the parties have affixed their hands and seals this day and year written: Crawford AuSable School District, Crawford, Kalkaska and Otsego Counties, State of Michigan.

By  Board President
Lewis Madill

By  Superintendent
Joseph Powers

Date of Issue May 16, 2011