

# SUPERINTENDENT AGREEMENT

This Agreement is made and entered into by and between the Board of Education of the Big Bay de Noc School District and Mary Brayak.

**WHEREAS**, the Board is desirous of employing Mrs. Brayak in its public school system as its Superintendent; and

**WHEREAS**, Mrs. Brayak possesses the qualifications required under the laws of this State,

**NOW, THEREFORE**, it is agreed between the parties as follows:

- 1. Term of Contract.** The Board agrees to employ Mrs. Brayak as Superintendent for the period from July 1, 2015 through June 30, 2017.
- 2. Duties.** Mrs. Brayak agrees to perform faithfully and at a professional level of competence during the term of this Agreement the services, duties and obligations of the position of Superintendent, whether required by this Agreement, the laws of this State, or the rules, regulations, and policies of this Board, as well as those duties which are directed by the Board of Education, all of which may be modified and changed from time to time. The parties have employed Mrs. Brayak to perform the duties of Superintendent on less than a full-time basis, but Mrs. Brayak will be expected to fully perform the duties of the position. It is anticipated that Mrs. Brayak will normally work on behalf of the District approximately two days each week. Mrs. Brayak will make herself available as necessary to perform required function, to answer questions by telephone, e-mail and facsimile and to attend necessary meetings.
- 3. Professional Certification.** Mrs. Brayak represents that she holds all certificates and other qualifications required by law for his administrative assignment and understands that it is her responsibility to maintain all such required certificates during the life of this contract or it shall become null and void and she agrees to file with the Board such certificates and an official transcript of academic credit prior to the commencement of her service under this contract.
- 4. Compensation.** As a result of this agreement, the Big Bay de Noc School will reimburse to the Mid Peninsula School, 35% of the total cost for Mrs. Brayak's salary, FICA, retirement, dental and vision insurance. The 35% of the total cost will be capped at \$47,350 per year. On a quarterly basis, the Mid Peninsula School will invoice the Big Bay de Noc for this cost, and the Big Bay de Noc School will pay the quarterly invoice. In addition to that, the Big Bay de Noc School will deposit \$13,500 per year into a 403(b) TSA for Mrs. Brayak. The specific 403(b) TSA account will be at the discretion of Mrs. Brayak. These 403(b) TSA deposits will be made quarterly in the amount of \$3,375. Each year these quarterly deposits will be made no later than September 30, December 31, March 31 and June 30.

5. **Travel and Other Expenses.** Mrs. Brayak shall be reimbursed for travel expenses in connection with school-related business in the Upper Peninsula of Michigan at the IRS mileage rate. Other expenses for which reimbursement is sought shall be those receiving approval by the Board.
6. **Professional Standards.** The Superintendent is encouraged to maintain professional standards by participation in local and state programs, seminars, organization and conventions, provided such participation can be reasonably expected to benefit the school district and students.
7. **Liability Insurance and Indemnification.** The Board agrees to provide and maintain liability and errors and omissions insurance coverage for the Superintendent. The Board will indemnify, defend, and save harmless the Superintendent from all claims, suits, and proceedings brought against the Superintendent for those acts or omissions which are not intentionally tortuous, within the scope of employment, so far such protection is lawfully authorized. The Superintendent shall indemnify, defend and save harmless to the District from all claims, suits and proceedings brought against the District for intentionally tortuous acts and omissions by the Superintendent.
8. **Complete Agreement.** This Agreement constitutes a complete expression of the terms of the employment contract between the Board and the Superintendent, and there are no other oral or written agreements or understandings between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Superintendent.
9. **Outside Activities.** The Superintendent may undertake other obligations that will not conflict with the time or purpose with her employment at the Big Bay de Noc School District.
10. **Exclusion of Tenure.** The execution of this Agreement shall not be deemed to grant the Superintendent any continuing tenure rights and it is expressly understood that the Superintendent shall not be eligible for continuing tenure in the Superintendent's position established by this contract of employment or in any other administrative position.
11. **Termination Prior to End of Contract.** This contract is terminable by either party without cause during its term by providing written notice to the other party at least 90 school days prior to the effective date of the termination.
12. **Each School Year.** The Board of Education will complete an annual evaluation of the Superintendent.

Superintendent	<u>Mary J. Brayak</u>	Date	<u>4/8/15</u>
Board of Education President	<u>Jan Howell</u>	Date	<u>4-8-15</u>
Board of Education Secretary	<u>M. Shaw</u>	Date	<u>4/8/15</u>