

**Pellston Public Schools
CONTRACT OF EMPLOYMENT**

Superintendent of Schools- 52 weeks per year

July 1, 2016-June 30, 2019

THIS AGREEMENT, entered into this eleventh day of May 2015, between the Board of Education of Pellston Public Schools, in the State of Michigan, hereinafter referred to as the "Board" and Monique Dean, as Superintendent of Schools, hereinafter referred to as the "Administrator".

WITNESSED:

A. TERM

The Board agrees to employ the Administrator as its Superintendent of Schools for the term of three (3) years, commencing on July 1, 2016, to and including June 30, 2019. The Administrator shall be employed to work for a period of fifty-two (52) weeks each fiscal year.

B. QUALIFICATIONS

The Superintendent represents that she possesses, and will maintain all certificates, credentials, and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, regulations of the Michigan Department of Education, and those qualifications required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of her continued employment, to meet and maintain all continuing education requirements for the position, as may be required by the Michigan Department of Education. If at any time the Superintendent fails to maintain all required certificates, credentials, continuing education requirements, and/or qualifications for the position, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.

C. DUTIES

Administrator agrees to devote her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees 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 her Contract. Administrator agrees to devote substantially all of her business time, attention and services to the diligent, faithful and competent discharge of her duties on behalf of the School District to enhance the operation of the School District and agrees to use her best efforts to maintain and improve the quality of the programs and service of the School District. Administrator agrees to perform the duties of Superintendent of Schools in a competent and professional manner subject to the established policies and regulations of the Board of Education, the laws of the State of

Michigan, and the appropriate federal laws.

D. COMPENSATION

In consideration of her performance of her duties and responsibilities in conformance with the requirements and expectations of the Board, the Superintendent shall be paid an annual (12 months) salary rate of Ninety-eight thousand, nine hundred forty dollars (\$98,940). The Board retains the right to prospectively adjust the annual salary of the Superintendent during the term of this contract; at no time shall the salary be a lesser amount than the current agreed upon amount. Any additional change in administrative compensation shall be congruent with other district administration. Any adjustment in salary made during the term of this Contract shall be in the form of a written amendment and, when executed by the Superintendent and Board, shall become a part of this Contract.

The Superintendent may, through voluntary salary reduction, contribute amounts from the above stated compensation to a 403b annuity plan selected by the Superintendent from among those made available by the District to its employees. All contributions shall be within the limitations and procedures established by the Internal Revenue Code and other pertinent statutes.

The Superintendent's annual salary shall be paid in twenty-six (26) equal bi-weekly installments beginning with the fiscal/contract year. Upon her separation from employment during any fiscal year, the Superintendent's salary shall be adjusted, consistent with requirements of the Fair Labor Standards Act, to reflect payment for the number of work weeks in which services were rendered during that fiscal year.

Sick Leave: Twelve (12) days per year with unlimited accumulation.*Any consideration for sick leave payoff upon notice of retirement shall be negotiated between the Board of Education and Administrator.

Personal Leave: Three (3) personal leave or bereavement days shall be granted per year. Unused personal leave days shall be included in the Administrator's sick leave bank.

Insurance: One-Million Dollars (\$1,000,000) Liability Insurance Coverage through the District's insurance policy covering Administrators.

Health Insurance: The administrator shall receive full family health insurance coverage up to the statutory cap.

Dental Insurance as described in the Delta Dental Plan of Michigan: 100/90/90:1,000.00 Annual Max

90: \$1,500.00 Lifetime Max Two cleanings per year.
No Adult Orthodontics

MESSA, Pak B for a full twelve (12) month period fully paid for by the Board of Education to include:

Long Term Disability as currently provided to administrators;

662/3% of Max Eligible Salary

Maximum monthly benefit \$3,500

Max Eligible Monthly Salary \$5,000

COLA Yes

Mental/Nervous Same As Illness

Alcohol/Drug Same As Illness

5% Minimum Payout

Pre-Existing Limited Waived

Family Social Security Offset

No Survivor Income

Freeze on Offsets

No Educational Supplements

2 year own occupation

Vision Care Coverage: VSP III Gold

Life Insurance: Life volume – \$100,000.00

Disability waiver will apply

Professional Dues:

The Board shall pay dues to professional organizations on behalf of the Superintendent.

Tuition Expenses:

Reimbursement for tuition of \$200 per credit shall be reimbursed to the Administrator. Payment of any fees or other costs charged for administrative certification, recertification endorsements, permits, authorizations, or duplications of such.

Vacation:

The Administrator shall be granted 20 vacation days each year of this contract. Vacation days must be used within the fiscal year for which they are made available and administrator shall not receive any additional compensation in lieu of use of vacation days. Administrator shall use vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

Holidays: Recognized Holiday: Independence Day, Labor Day, Thanksgiving Days (2), Christmas Day, New Year's Day, Good Friday, Memorial Day

Vehicle Allowance: The Superintendent shall receive a vehicle allowance of three hundred (\$300) per month for the use and maintenance of an automobile in lieu of a District provided automobile.

Meetings/Conferences: The Superintendent shall attend appropriate professional meetings at the local, state and national levels, and shall be reimbursed for this expense in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

E. TENURE

It is mutually agreed and understood that this contract does not confer tenure upon the Administrator in the above-described position or any administrative position in the District.

F. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using multiple rating categories as required by Section 1249 of the Revised School Code (or its successor provision). The formal evaluation process shall take place no later than April 1 of each year of the contract.

G. BENEFITS

Employment benefits shall be enumerated in the attached Contract Addendum.

H. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she shall have an opportunity for a fair hearing before the Board after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel at her own expense.

This agreement may be terminated by the employee Administrator at any time: provided, however, that the employee gives the employer at least thirty (30) days prior written notice of voluntary termination. Notice of voluntary termination shall be certified mail, return receipt requested, or by registered mail, to the School Board President of the School District at the registered office of the District.

I. MISCELLANEOUS

1. This Agreement contains all of the terms and conditions of the contractual relationship between the parties, and no amendments or additions to this Agreement shall be binding unless they are in writing and signed by both parties.
2. This Agreement shall be binding upon the parties, their legal representatives, successors and assigns.
3. The Agreement abrogates and takes the place of all prior employment contracts and/or understandings that may have been made by the Employer.
4. The captions or headings of this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of the Agreement or any of its sections, nor do they in any way affect this Employment Agreement.
5. The Administrator shall comply with all reporting and recording requirements regarding compensation expenditures and benefits provided by the Employer under the U.S. Internal Revenue Code, as amended, and any of its rules and regulations.

J. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if it is in writing and if it is sent by registered or certified mail, return receipt requested, to the Administrator at her residence, or to the address that the Employer shall provide the Administrator.

K. GOVERNING LAW

The Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

L. SEVERABILITY

The invalidity of all or any part of any sections, sub-sections or paragraphs of this Agreement shall not invalidate the remainder of this Agreement or the remainder of any paragraph or section not invalidated unless the eliminations of such subsections, sections or paragraphs shall substantially defeat the intents and purpose of the parties.

M. PROFESSIONAL LIABILITY

The District agrees 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 her individual capacity, or in her official capacity as agent and employee of the Pellston Public School District, provided the incident arose while the Superintendent was acting within the scope of her employment and excluding criminal litigation. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her for any portion of such expenses and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

N. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such

arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be equally shared by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

O. MEDICAL EXAMINATIONS

Administrator shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party administrator providing insurance programs specified under this Contract. Additionally, upon request of the Board, Administrator shall authorize the release of medical information necessary to determine if Administrator is capable of performing the essential job functions required by her assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of administrator by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

IN WITNESS THEREFOR, the parties hereto have affixed their hands and seals, this fourteenth day of March, 2016.

Date: 3/14/16

Monique Dean

ADMINISTRATOR, MONIQUE DEAN

Date: 3-14-16

PELLSTON PUBLIC SCHOOL
BOARD OF EDUCATION

By: [Signature]
President