

WATERSMEET TOWNSHIP SCHOOL DISTRICT

District Administrator's Contract 2010-2011

THIS CONTRACT, entered into this 26th day of July, 2010, between the Board of Education, hereinafter called the "Board" and George R. Peterson, III acting as Superintendent/Principal of the School District hereinafter called "Superintendent".

WITNESSETH:

1. Duties

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the State School Code and the adopted NEOLA Bylaws and Policies. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. He shall attend all regular and special meetings of the Board unless the Board has authorized his absence. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

2. Term

The Board agrees to employ George R. Peterson, III as Superintendent of its school for the term of five (5) years from July 1, 2010 to and including June 30, 2015.

3. Evaluation

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. Professional Liability

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment and excluding criminal litigations.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense 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.

5. Professional Growth

The Board agrees to pay expenses related to attendance at meetings, workshops, and conferences and one statewide conference each year.

The District shall reimburse the Superintendent for all reasonable travel expenses resulting from the performance of his duties as Superintendent. Mileage reimbursement shall be at the current IRS rate.

The district shall reimburse the Superintendent for tuition expenses related to educational classes.

6. Professional Dues

The District shall pay the Association dues of the Superintendent, The Michigan Association of School Administrators and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

7. Medical Examination

The Superintendent will agree to have a comprehensive medical examination once every year. The District shall pay the cost of said physical examination and reports.

8. Compensation

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments of 26 pays. Compensation shall be \$86,433 for the 2010–2011 school year. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties. In no case will the salary be lowered.

9. Tax Deferred Annuity

The Superintendent may, under provisions of Section 403b of the U.S. Internal Revenue Code, participate in a tax deferred plan of his choice. The Superintendent shall receive in the contract year a board paid tax deferred annuity in the amount of \$85 per pay period (26 pays). The amount of the tax deferred annuity will be determined annually, but will not be less than the amount for the 2010-2011 contract.

10. Fringe Benefits

Leave privileges, insurance and fringe benefits shall be as follows:

- (a) The Superintendent shall be entitled to four (4) weeks vacation at a time mutually agreeable to both parties. Each week shall equal five (5) work days off (summer hours are 8:00 a.m. to 4:00 p.m. and winter hours are 7:30 a.m. to 4:00 p.m.). If a holiday falls within the period during which a vacation is taken, the vacation period shall be extended by the number of days during the vacation period which were holiday days. If circumstances do not allow one to take the allotted day, compensation will be paid up to two (2) weeks.

- (b) The Superintendent will receive twelve (12) sick days per year to accumulate to 180 days. Employees who serve the District for a minimum of (10) years shall, upon retirement or separation for other than cause, receive compensation for each unused sick leave day, up to a maximum of 180 days. Compensation shall be figured by taking .09% (.0009) of the person's highest annual salary and multiplying this number by the number of sick leave days coming.

- (c) The Superintendent shall receive three (3) days for personal business. These three (3) days are not accumulative and are not charged against the cumulative reserve.
- (d) The Superintendent shall have the following days off work as paid holidays: July 4th, Labor Day, Thanksgiving and day after, Christmas Eve and Day, New Years Eve and Day, President's Day, Good Friday and Memorial Day. If a holiday falls on weekend, the closest non-session day will be considered the holiday.
- (e) The Superintendent shall receive up to five (5) days for a death in the immediate family. Immediate family includes spouse, child, grandchild, parent, grandparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, step parent, step child, step brother, step sister, and anyone living in the employee's household.

If the Superintendent is selected to be a pall bearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick leave. Employee on duty shall be allowed one (1) funeral leave day to attend the funeral of an employee of the School District.

- (f) If the Superintendent is required to report to court for jury duty or by subpoena shall be released with pay provided they turn over to the district any earnings (excluding mileage) received for the court appearance.
- (g) The Board will provide for the Superintendent and family MESSA Choices II, \$10/\$25/\$50, \$5/\$10, In-\$200/\$400, Out-\$400/\$800, Dental, 100/90/90, Vision VSP 3, Life Insurance and AD&D Insurance.

11. *Period of Service*

The Superintendent shall be employed for a period of twelve (12) months.

12. *Attendance at Board Meetings*

The Superintendent shall attend all regular and special meetings of the Board of Education unless expressly excused from attending by the President or Secretary of the Board of Education.

13. *Termination Provisions*

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he 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, he may have legal counsel at his own expense.

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

15. Administrative Consolidation Terms

At any point the Board hires a Superintendent (separate from the Principal), the Administrator will return to his Principal position and salary compensation.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By _____
Board Representative

By _____
Board Representative

By _____
Superintendent