

CONTRACT OF EMPLOYMENT

Superintendent/Curriculum Director of Schools

The Board of Education of the Leslie Public School District ("Board") and Jeffrey Manthei ("Superintendent") agree that pursuant to Section 1229(1) of the Revised School Code, the Board employs the said Superintendent for a multi-year period commencing July 1, 2011 and ending on June 30, 2013, subject and according to the following terms and conditions:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
2. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required herein, this contract shall automatically terminate and the Board shall have no further obligations.
3. The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code. 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 as to administrative action taken on its behalf.
4. 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 duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent.
5. Total compensation to the Superintendent for services rendered during each contract year shall consist of a base salary and a Board contribution to a 403(b) tax sheltered annuity. The Board agrees to pay the Superintendent's base salary during each year of said contract in equal installments unless otherwise agreed in writing by both parties. Base salary shall be \$92,500.00 for the 2011-2012 school year. Said salary shall be reviewed annually. The Board hereby retains the right to increase the annual salary of Superintendent during the term of his contract.

Superintendent's salary shall not be less than the 2011-2012 school year salary, unless mutually agreed. Any increase in salary made during the term of his contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of his contract. For the services rendered during the 2011-2012 school year, the Board shall also contribute to a tax-deferred plan or a 403(b) tax sheltered annuity of the Superintendent's choice, an amount equal to \$5,500.00 as part of his compensation.

6. Superintendent is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Although the parties recognize that the Superintendent's job responsibilities require that he work those days necessary to ensure that he meets his professional obligations hereunder and as otherwise required by law, the Superintendent is required to work a minimum of 260 days in the school fiscal year, inclusive of the 12 paid holidays specified herein. The Superintendent shall be granted vacation time of 25 days per year. Up to 10 vacation days each year, if not used, may be carried over to the following school year or paid by the Board at the per diem rate or a combination of the two. The Superintendent shall schedule vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

No service to the school district is required on the following days: July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's, New Year's Day, MLK Day (if a non-work day for the district), President's Day, Good Friday and Memorial Day.

If any of the above holidays fall on a Saturday or Sunday, the Superintendent will be granted the right to observe the holiday on the Friday before or the Monday following.

7. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

In addition to directing all criticisms, complaints and suggestions concerning the District or any of its personnel directly to the Superintendent as set forth above, the Board agrees it shall work with the Superintendent in a spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by the majority of the Board or by the Superintendent, an outside advisor will be mutually selected by the Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the relationship of the Board and Superintendent and other governance procedures, in advance of the best interests of the District.

8. The Superintendent shall be entitled to attend all committee, regular, special and closed session meetings of the Board of Education, and shall serve as an ex officio member without voting privileges.

9. Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least 90 days prior to June 30 of the current contract year, this contract will, without further action, be automatically renewed for an additional one-year period as provided by the Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during or before the month of February.

10. The evaluation of the Superintendent shall be conducted annually and presented to the Superintendent no later than February 15 of each year during the term of this contract or a mutually agreed upon date. The Board shall review with the Superintendent his performance using a mutually

agreed upon format and/or evaluation instrument. The Superintendent shall remind the Board of this responsibility in a timely manner.

11. Death – This contract and its terms shall automatically terminate in the event of the death of the Superintendent. Any earned salary or vested benefits at the time of death shall be paid to the Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

12. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his office, he shall be granted an initial leave of 90 work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the 90 work day period to be unpaid. Health plan premium payments shall be made on behalf of the Superintendent during the interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

The Board (or designee) may require a second opinion, at Board expense, unless prohibited by applicable law.

The Superintendent may request a 90 work day unpaid leave extension in the event of his physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that the Superintendent will be able to resume the essential functions of his position at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extension of leave for this purpose shall be at the sole discretion of the Board.

If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his employment and the contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, with a mutually agreed upon physician, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

13. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of the contract or any employment assignment (requiring certification) with the School District. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by the Teachers' Tenure Act, be deemed a breach of the Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

14. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the same insurance programs as are provided to other administrative employees of the District. In addition, a term life insurance policy equal to two (2) times annual salary shall be purchased at Board cost.

15. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of the agreement. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by remitting the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

16. If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of 12 days per contract year. Unused paid leave days for the above purposes shall be cumulative without limitation for absence due to personal illness or disability of the Superintendent.

The Superintendent shall be allowed two (2) personal leave days per year, non-accumulative, not to be deducted from sick leave.

The Superintendent shall be allowed a maximum of five (5) paid days per year for each incident of critical illness in the immediate family, not to be deducted from sick leave. Additional days for this purpose from accumulated sick days may be provided by the Board President in his/her sole discretion.

The Superintendent shall be allowed up to a maximum of five (5) working days per incident as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. The term "immediate family" shall include the following: wife, husband, son, daughter, son-in-law, daughter-in-law, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents and grandchildren.

17. The School District shall budget \$3,000.00 each year during the term of this agreement for the cost of attending professional and/or educational activities including tuition or conferences by the Superintendent. Expenses each year over the budgeted \$3,000.00 limit shall require prior approval of the School Board. If any expenses under this paragraph are reimbursed to the Superintendent rather than being paid directly by the School District, the Superintendent shall provide appropriate documentation of the reimbursed expenses consistent with the policies and procedures of the School District.

The Superintendent shall be eligible to be reimbursed for meals and lodging in relation to School District work, training, consultation and professional meetings. The Superintendent shall be required to

present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee.

18. The district shall pay premiums for errors and omissions coverage of not less than \$1,000,000.00 which shall include coverage for the Superintendent including the duty to defend and any damage award. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent for all claims brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage although this provision shall not prohibit the Board from electing to otherwise indemnify the Superintendent for any portion of legal expenses or judgments not covered by said errors and omissions insurance coverage should the Board, in its sole discretion, elect to do so. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against any claims or legal proceedings.

19. The Superintendent shall provide access to his personal cell phone for School District use for a stipend of \$50.00 per month.

20. The Superintendent shall be reimbursed for travel, meals and lodging in accordance with per diem and reimbursement procedures established by the Board when working on behalf of the District. The Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. Mileage shall be paid at the IRS rate.

21. The Board shall pay the dues of the Superintendent for membership in the American Association of School Administrators, Michigan Association of School Administrators, Michigan School Business Officials Association, National School Public Relations Association, Michigan School Public Relations Association, The Association for Supervision and Curriculum Development, and the National School Personnel Association. Various association memberships may be limited due to financial conditions of the District.

22. This contract contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this contract, at any time, shall be deemed a waiver of any other provision of this contract at such time or at any other time.

23. In the event of any dispute between the parties including, but not limited to, non renewal or discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, non renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The

arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Superintendent. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non renewal or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 30th Judicial Circuit of Michigan (Ingham County).

24. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, his contract shall continue in full force and effect without said provision(s).

25. This agreement is executed on behalf of the Leslie Public School District pursuant to the authority granted as contained in the resolution of the Board adopted on April 18, 2011.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

4/25/11
Date

Jeffrey Markie
Superintendent/Curriculum Director

LESLIE PUBLIC SCHOOLS
BOARD OF EDUCATION

4-25-11
Date

Eric Sten
Board President

4-25-11
Date

John Wayne Sten
Board Secretary