

Michael H. Pung
Superintendent's Contract
With Mt. Pleasant Public Schools
Mt. Pleasant, Michigan

This contract entered into this the 19th day of March, 2012 between the Mt. Pleasant Public Schools (MPPS) Board of Education (BOARD) and Michael H. Pung, hereinafter called SUPERINTENDENT.

WITNESSETH:

1. Term

The BOARD agrees to employ Michael H. Pung as SUPERINTENDENT of MPPS for the term of *three* years from July 1, 2012 through June 30, 2015.

The BOARD shall review the 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. The BOARD will notify the SUPERINTENDENT of its action in writing. If the BOARD takes no action, the contract shall be deemed to have been extended for an additional year. The Board reserves the right to not extend or renew this contract or any extension of the contract regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

2. Duties

The SUPERINTENDENT agrees, during the term of this contract, to devote his time, attention and energy to faithfully fulfill his duties and obligations to this position of the MPPS. These duties include, but not limited to:

- Those duties required by the Revised School Code, as amended, and those duties established by the BOARD,
- Act as an advisor to the BOARD on matters pertaining to school administration or MPPS,
- Inform the BOARD as to administrative action taken on its behalf,
- Recommend, effect, or cause to be effected, the policies and programs of the BOARD as may be adopted,
- Faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and MPPS.

3. Compensation

The BOARD agrees to pay the SUPERINTENDENT for his services during each year of said contract in equal installments. Compensation shall be:

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| For July 1, 2012 through June 30, 2013 | \$120,000 |
| For July 1, 2013 through June 30, 2014 | \$120,000 |
| For July 1, 2014 through June 30, 2015 | \$120,000 |

The BOARD and SUPERINTENDENT may mutually agree in writing to adjust the salary and other compensation of SUPERINTENDENT during the term of this contract on an annual basis. Without such mutual agreement, the salary and other compensation set forth herein shall remain in effect for the remaining life of the contract, unless the contract is terminated pursuant to the provisions of paragraph 12. An adjustment in salary and/or other compensation made during the life of this contract shall be in the form of a written amendment and become part of this contract, but it shall not be deemed that DISTRICT and SUPERINTENDENT, by agreeing to adjust SUPERINTENDENT'S salary or other compensation have either entered into a new contract or that the termination date of the existing contract has been extended. The annual salary shall be prorated for any year that is not completed by the Superintendent.

4. Qualifications

SUPERINTENDENT shall at all times satisfy the qualifications for their position required by Michigan law and regulations. Qualifications shall include, but not be limited to satisfaction of continuing education requirements or administrative certification requirements, whichever is applicable. This contract is subject to immediate termination by

the Board in the event such qualifications are not satisfied.

5. Evaluation

The BOARD shall evaluate the SUPERINTENDENT, using criteria and an evaluation process attached to this agreement as Attachment A. The SUPERINTENDENT shall be evaluated two times annually. These evaluations will be on or before September 1st and on or before March 1st annually. The BOARD and SUPERINTENDENT shall meet in a regular or special meeting for the purpose of mutual evaluation of the performance of the SUPERINTENDENT and for expressing recommendations and observations on how such performance may be improved. The evaluation, on or before, September 1st will be the Mid-Year Evaluation. This Mid-Year Evaluation will be to review the past academic year goals and SUPERINTENDENT performance. The Mid-Year Evaluation will also be the time for the BOARD and SUPERINTENDENT to establish goals to for the upcoming academic year. The evaluation, on or before, March 1st will be the Formal Evaluation. Based on the on Formal Evaluation the SUPERINTENDENT will have an opportunity to receive up to \$3,000.00 Performance Bonus. This Performance Bonus will be based on the BOARD determination of SUPERINTENDENT achievement of the BOARD established goals and SUPERINTENDENT performance based on the criteria stated in Attachments A.

6. Tenure

The SUPERINTENDENT shall not acquire tenure as an administrator in the position of Superintendent or in any other non-classroom position to which he is assigned. This paragraph is not a guarantee of employment by MPPS in any capacity after the termination of this contract.

7. Professional Liability

MPPS agrees that it will defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in his official individual capacity or as agent and employee of MPPS, provided the incident arose while SUPERINTENDENT was acting during the course of his employment and within the scope of his authority and excluding criminal litigation. The BOARD shall reimburse the SUPERINTENDENT for any legal expenses in defense of claims and payment of judgments resulting from his functioning as SUPERINTENDENT; to the extent such expenses and judgments are not covered by insurance excluding intentional prohibited acts and criminal litigation.

In no case will individual Board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

8. Professional Growth and Membership Dues

- a. The SUPERINTENDENT may attend professional meetings, seminars and professional development courses at the local and state levels, the reasonable expense of said attendance to be paid by MPPS with prior approval of the Board. Upon prior written approval of the Board President the BOARD shall reimburse SUPERINTENDENT for the successful completion of up to six (6) credit hours of tuition at a Michigan public college or university per fiscal year.
- b. The BOARD shall reimburse the SUPERINTENDENT for all reasonable expenses resulting from the performance of his duties as SUPERINTENDENT.
- c. The BOARD shall pay the dues of the SUPERINTENDENT for the American Association of School Administrators, the Michigan Association of School Administrator (MASA), the MASA region in which the district is located, as well as other appropriate affiliations as approved.
- d. The SUPERINTENDENT shall document his travel, entertainment, dues and education expenses incurred in a manner required of all Mt. Pleasant Public School employees. Such documentation shall be provided to the Board for review and approval upon request.

9. Medical, Retirement and Fringe Benefits

The BOARD shall provide the SUPERINTENDENT, with the following benefits:

- a. Pay ninety percent (90%), or the legally established percentage, of the total annual cost of health, dental, and vision as provided to the other senior administrative employees in MPPS.
- b. Pay the legally established percentage, of the annual cost of the Michigan Public Schools Employees Retirement System (MPERS) pension plan that SUPERINTENDENT is currently enrolled,
- c. By executing this contract, SUPERINTENDENT agrees that any portion of an insurance premium above that the BOARD is obligated to pay may be payroll deducted from the Superintendent's compensation.
- d. Provide long term disability insurance on the same plan as the other senior administrative employees.
- e. Pay the annual premium of a term life insurance plan in the amount of three times (3x) base salary as stated in Section 3,
- f. Provide twelve (12) sick leave days at the beginning of each contract year. These leave days may be accumulated up to a limit of no more than One Hundred and Twenty (120) days. BOARD agrees to carry forward SUPERINTENDENT accumulated MPPS sick leave days that were accumulated with his prior MPPS administrative contact in the amount of 120 days. No payment will be due for unused sick days at termination of this agreement or retirement. Up to five (5) days of accrued sick leave days may be used for the critical illness of a member of SUPERINTENDENT immediate family. Immediate family is defined as spouse, children, parents, in-laws and siblings.
- g. Provide two (2) personal business days per year. These days will not accumulate as personal business days, but can accumulate as unused sick days.
- h. Provide twenty five (25) vacation days per year. No more than five (5) vacation days can be carried forward to the next year unless otherwise approved by the board. SUPERINTENDENT can accumulate up to fifty (50) days of vacation during the first two (2) years of this agreement. This vacation carry over shall not exceed at any time more than fifty (50) days. The SUPERINTENDENT will be paid for unused vacation days upon termination of employment with the district, with such days to be paid at the current daily rate based on a work year of two hundred thirty five (235) days. SUPERINTENDENT will not be compensated for unused accumulated vacation days if SUPERINTENDENT terminates this agreement prior to the end of this agreement. When more than five (5) days of vacation are to be used at a time, SUPERINTENDENT shall arrange for scheduling of such vacation time with the Board President or next authoritative officer in the President's absence. These shall be in addition to nationally recognized holidays stated in Section 9 i.
- i. Five (5) days of bereavement leave, not to be deducted from accumulated sick leave, for the death of a member of SUPERINTENDENT'S immediate family. Immediate family is defined as spouse, children, parents, in-laws and siblings.
- j. The Superintendent shall have the following ten (10) holidays: New Year's Eve Day, New Year's Day, Memorial Day, Independence Day, July 4th, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, and Christmas Day.

10. Transportation

The BOARD shall provide the SUPERINTENDENT with a monthly local mileage allowance of four hundred and sixteen dollars (\$416.00) for the use of his personal automobile in conducting business in accordance with the position of SUPERINTENDENT. For purposes of this agreement, local travel shall be defined as travel within the Gratiot-Isabella Regional Education District (GIRESD). For school business trips outside the GIRESD, the amount of such reimbursement shall be determined based on actual miles driven multiplied by the current IRS rate.

11. Health

Within the first six months of each contract year, the SUPERINTENDENT shall have a physical examination conducted by a Michigan licensed physician. The SUPERINTENDENT shall provide the Board President with a letter from the physician certifying that the SUPERINTENDENT is physically fit to perform their job responsibilities. The letter of certification shall be placed in the SUPERINTENDENT's file and shall be treated as confidential information. The Board shall pay the cost of such examinations.

12. Termination Provisions

The SUPERINTENDENT shall be subject to dismissal during the term of this contract for good and just cause.. No discharge shall be effective until written charges have been served upon SUPERINTENDENT and SUPERINTENDENT shall have an opportunity for a fair hearing before the BOARD after ten (10) days' notice in writing. Said hearing may be public or private at the option of the SUPERINTENDENT. At such hearing the SUPERINTENDENT may have legal counsel present at his/her own expense. The foregoing shall not apply to non-renewal of this contract, or any extension of this contract.

12. 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 fees 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.

In witness whereof the parties hereto have set their hands the day and year herein written,

By Michael H. Ping 3-20-2012
Superintendent, Michael H. Ping Date

By Pamela P. Dosenberry 3-20-2012
President of the Board of Education, Pam Dosenberry Date

By Tim Odykirk 3-28-2012
Vice President of the Board of Education, Tim Odykirk Date

By Jeffrey Wigand 3-22-2012
Secretary of the Board of Education, Jeffrey Wigand Date

By Brandon McQueen 3-22-2012
Treasurer of the Board of Education, Brandon McQueen Date