

**CONTRACT OF EMPLOYMENT  
SUPERINTENDENT OF SCHOOLS  
TECUMSEH PUBLIC SCHOOL DISTRICT  
-Michael L. McAran-**

It is hereby agreed by and between the Board of Education of Tecumseh Public Schools, Lenawee County, Michigan (subsequently referred to as "Board") and Michael L. McAran ("Superintendent") that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229, the Board does hereby employ Michael L. McAran, commencing on July 1, 2009, and ending on June 30, 2013, according to the terms and conditions as described and set forth as follows:

1. Michael L. McAran agrees to serve the School District and to faithfully perform the duties of Superintendent as designated by the Board or the duties of such other position as may be assigned by the Board in a competent and professional manner in compliance with the laws, rules and regulations applicable to the School District and in compliance with the policies, regulations and practices of the Board of Education. Duties may be modified, revised or changed from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned as may be required by the State Board of Education. If at any time Superintendent fails to maintain all certificates, credentials, requirements and/ or qualifications for the position of Superintendent or fails to satisfy any continuing education requirements, as required herein, this contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law, rules and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Agreement. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

The Superintendent is responsible for implementation of the District's Strategic Plan, as approved by the Board on September 12, 2005, and consistent with Board policy. The Superintendent shall be primarily responsible for evaluations of administrative staff and its organization. Modifications to the organization of Administrators shall be subject to Board approval.

The Superintendent shall, in his duties, address the financial management and marketing of the District.

Further, the parties recognize that community relations are an important facet of the Superintendent's responsibilities and duties. Thus, the Superintendent shall be active in community activities.

4. In consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein, Superintendent shall be paid a salary at an annual rate of One Hundred Eleven Thousand Dollars (\$111,224.00) for the 2009-2010 school year. The annual salary shall be paid in semi-monthly installments for a twelve (12) month contract year. *(Note: For 2009-2010, no salary step or percentage increase was given).*

Said salary shall be subject to upward revision by agreement of both parties. Any increase 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. Salary adjustments shall be based, in part, upon the Superintendent's performance and evaluations.

5. Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30) as scheduled by the Board. Normal winter, spring and summer school breaks shall be work weeks unless otherwise specifically granted by the Board as vacation periods or unless taken by the Superintendent as vacation days.

6. In addition to the salary indicated in this Contract, Superintendent shall be entitled to the following benefits:

- A. The Board of Education will pay the premium for the purchase of hospitalization insurance. The premium to be paid by the Board shall not exceed the monthly premium cost for full family coverage. The policy provided to the Superintendent will be the same provided other administrators.

- B. The Board will pay the premium for the purchase of dental and vision insurance. The dental and vision insurance coverage will be the same provided to other administrators.

- C. The Board will provide Term Life Insurance for the Superintendent in the amount of \$225,000.00 if the Superintendent is insurable at the standard rate provided by the carrier through which other administrators are receiving term life insurance provided by the Board.

- D. The Superintendent is entitled to the following nine (9) holidays for which no service to the school district is required: (1) January 1<sup>st</sup>, (2) Memorial Day, (3) July 4<sup>th</sup>, (4) Labor Day, (5) Thanksgiving, (6) Friday after Thanksgiving, (7) December 24<sup>th</sup>, (8) December 25<sup>th</sup>, and (9) December 31<sup>st</sup>.

- E. Twenty (20) vacation days shall be granted at the beginning of each school year. While vacation days shall not be cumulative from year to year, vacation days from one contract year may be used through September 1<sup>st</sup> of the immediately succeeding contract year. Upon severance of employment with the School District, the Superintendent shall be compensated for unused vacation days up to a maximum of 20 days on a per diem basis (using the salary of the year in which the vacation day[s] was

earned). The President of the Board shall be informed by the Superintendent in advance of any time the Superintendent is scheduled to be on vacation or otherwise absent from the School District for more than three (3) consecutive business days or when the Superintendent anticipates being absent from a meeting of the Board of Education. The Superintendent shall schedule the use of all vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

- F. The Superintendent shall be credited with twenty-five (25) sick days on July 1<sup>st</sup> of each of the subsequent years of this contract. Thereafter, twelve (12) sick days shall be granted at the beginning of each school year and are accumulative to sixty-five (65) days. The Superintendent shall, upon request of the Board President, provide a statement from the Superintendent's physician should a concern exist that sick leave days are not being properly utilized. Such a request must be job related. The Superintendent shall be examined for physical or mental fitness by an appropriate medical professional upon request by the Board President for a second opinion, if determined necessary, but such request may not be made arbitrarily or without good and sufficient justification and must be job related and a business necessity, with all costs not covered by the Superintendent's insurance paid by the School District. Any such information shall be treated as confidential (except as may otherwise be required by law).

Payment for unused accrued sick days at severance, shall be paid at the substitute teacher's per diem rate. In the event the Administrator dies while employed by the Board, his legal spouse, then his heirs in that order, shall receive this amount for all unused sick days the Administrator had accumulated at the time of his death

- G. The Superintendent shall be entitled to leave with no loss of pay in the following cases: Death in the immediate family of the superintendent and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandparent, grandchild, child, wife, husband, mother-in-law, father-in-law, step child(ren), any other person who has clearly stood in the same relationship with the superintendent as any of the above or any person for whom the superintendent and/or spouse serves as legal guardian.
- H. The Superintendent shall attend appropriate professional meetings and may participate in appropriate professional activities at the local and state levels. The Superintendent may attend one (1) professional conference per year at the national level as he and the Board determine appropriate. The Superintendent shall be reimbursed for his actual reasonable and necessary receipted out-of-pocket expenses incurred on behalf of the Board.
- I. The Board may pay the annual membership dues of the Superintendent for one (1) state and one (1) national professional education organization; and the annual membership dues to other organizations and associations as approved by the Board.
- J. The Board shall maintain a liability insurance policy with the Superintendent covered as an insured; however, in the event that such insurance coverage cannot be purchased at a reasonable premium rate, the Board shall not be obligated to provide such coverage, but, in that event, the Board shall so notify the Superintendent and the Board agrees, on a case-by-case basis, to consider providing legal defense and/or indemnification to the Superintendent as authorized under MCL 691.1408.

- K. The Board will pay \$6,000.00 each year to an annuity through a company selected by the Superintendent.
- L. The Board will also each year pay an amount equivalent to the cost of the Michigan Public School Employees Retirement System retirement contribution for the Superintendent for that year (which the Board would otherwise have paid to MPERS but will not be paying) into a separate annuity through a company selected by the Superintendent. (For the 2009-2010 school year, this amount is \$18,730.01).
7. The Board reserves the right to change the identity of any insurance carrier, policyholder or third party administrator for any of the above coverages, provided that reasonably comparable coverage, as determined by the Board, in its discretion, is maintained during the term of this Agreement. The Board, however, shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance carrier, policyholder or third-party administrator. The terms and conditions of any insurance policy or contract(s) shall be controlling as to all matters, e.g., concerning benefits, eligibility coverage, termination of coverage and other related matters. The Board, by payment of the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.
8. The Board shall evaluate the Superintendent's performance annually, consistent with Board Policy No.4306. The Superintendent shall annually advise the Board of this matter during the month of February.
9. The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for an act(s) of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, failing to serve as a positive role model for the students, staff and/or community, mental or physical inability to perform the duties of the Superintendent of Schools for ninety (90) days or if the Superintendent materially breaches the terms and conditions of this Agreement. In the event that the Board undertakes to dismiss the Superintendent during the term of this contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the Board. This contract may be nonrenewed at its conclusion at the discretion of the Board.

The Superintendent shall be provided with at least ten (10) days prior notice of a Board hearing. The Board hearing may be closed or open session consistent with relevant law. The Superintendent may have legal counsel at his own expense.

10. In the event of any dispute between the parties relating to termination of the Superintendent's contract during the term of this Contract or alleged breach of the Contract, the parties hereby agree to submit the dispute to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under rules of, and administered by, the American Arbitration Association ("AAA"). The parties state and intend that this process of dispute resolution shall be inclusive of all contractual claims advanced by Superintendent arising from the Superintendent's discharge during the term of the Contract, or alleged breach of this Contract. The Arbitrator's authority shall be and is restricted to interpreting the terms of this Contract. The Arbitrator shall have no authority to modify, alter, add to or subtract from the terms of this Contract. The Arbitrator may only order relief that is provided by the terms of this Contract. The Board and the Superintendent shall share the arbitrator's fee and all costs imposed by the AAA equally. Any claim for arbitration under this provision must be filed with the AAA, Southfield, Michigan, in writing, and served on the Board within ten (10) days of the

effective date of Superintendent's discharge or the alleged breach of contract. 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 County Circuit Court.

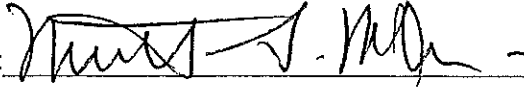
11. The foregoing paragraphs (9 and 10) shall not apply to nonrenewal of this contract or any extension of this contract. Termination of this contract by nonrenewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves 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.

Pursuant to Section 1229 of the Revised School Code, if the Board of Education intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew the contract at least ninety (90) days before the contract's expiration date. If the Board does not comply with this requirement, the Superintendent's contract is automatically extended for an additional one (1) year period.

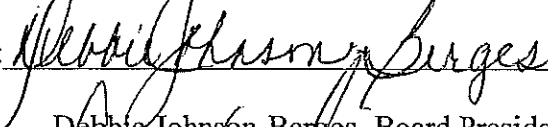
12. Superintendent hereby acknowledges and agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment with the School District. Tenure in any capacity other than as a classroom teacher is hereby expressly denied according to the provisions of Article III, Section 1 of the Michigan Teacher Tenure Act, MCL 38.91. The decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by tenure law, shall not be deemed a breach of this Agreement or discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
13. Superintendent shall establish and maintain his family residence within the boundaries of the Tecumseh school district for the duration of this Contract of Employment. It is the intent of this section that the Superintendent will try to participate in school and community activities, to the extent reasonably possible.
14. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefits of the Contract to any party.
15. This Contract contains the entire Agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force and effect. All prior agreements pertaining to, connected with, or arising in any manner out of the employment of Superintendent by the Board, are hereby rescinded and 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 any other time.

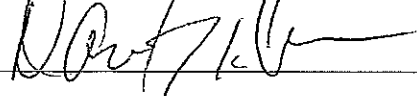
**IN WITNESS WHEREOF**, the parties have caused this Contract to be executed on the dates indicated below.

Dated: July 27, 2009 By: 

Michael L. McAran Superintendent

Dated: July 27, 2009 By: 

Debbie Johnson-Berges, Board President

Dated: July 27, 2009 By: 

Dan Gunder, Board Secretary

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