

**Mackinac Island Public School  
Superintendent/Principal of Schools Employment Contract**

This Contract of Employment (“Contract”) is entered this 15<sup>th</sup> day of March, 2012 by and between the Mackinac Island Public School Board of Education (hereinafter the “Board”) and David A. Waaso, Superintendent/Principal of Mackinac Island Public School (hereinafter the “Superintendent”).

1. Term. This Contract shall take effect on July 1, 2012, and shall continue in force until it expires on June 30, 2015, subject to amendment and/or termination during its term as set forth below. No later than March 30, 2015, the Board shall review this Contract with the Superintendent and determine whether it shall be extended for one (1) additional year beyond June 30, 2015.
2. Authority of Board. The Superintendent shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
3. Qualifications. The 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, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as may be required by law and/or the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.
4. Duties.
  - A. The Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform those duties assigned by the Board and as may be established, modified and/or amended from time to time by the Board to comply with the directives of the Board with respect to all such duties. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law regulations and by the Board to carry out the educational programs and policies of the School District for which he is responsible during the entire term of this Contract. The Superintendent pledges to us 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.
  - B. The Superintendent will act as an advisor to the Board n matters pertaining to the school administration of the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect or cause to be effected, the policies and programs of the Board of Education as may be adopted and present his

recommendations to the Board on any subject under consideration by the Board. He will 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 the School District to include attendance at each meeting of the Board and serve as ex-officio member of each committee established by the Board. He shall carry out those duties, which shall from time to time be prescribed by the Board of Education. 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 agrees to and shall, during the term of this agreement, devote his full time, attention and energy to the position of Superintendent of the School District and as Principal for all schools and grade levels.

5. Compensation.

- A. Salary. The Superintendent shall be paid a salary during each year of this Contract in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board. The salary shall be paid as follows:

2012-13	\$91,286*
2013-14	\$91,286*
2014-15	\$91,286*

\*The salary rate will remain at above rate and will only increase if the staff receives a pay increase. If the staff receives an increase the pay for the Superintendent will be increased at an equal percentage rate.

- B. Tax-Deferred Annuity. As part of the Superintendent's compensation and remuneration for his service under the terms of this Contract, the Board shall remit the amount of eight percent (8%) of his annual salary as a non-elective contribution to a 403b annuity designated by the Superintendent and among the plans and vendors available through the District's 403b Plan. The Board shall remit this payment on June 30 annually as part of the Superintendent's remuneration for the contract/fiscal year ending on that date.
- C. Salary Increases. The Board hereby retains the right to increase the annual salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and shall become effective when executed by the Superintendent and the Board. Any such amendment(s) shall become part of this Contract.
6. Relocation Expenses. The administrator shall be provided paid relocation expenses for one time only, not to exceed Three Thousand Five Hundred Dollars (\$3,500). This will be paid during the length of this contract.

## 7. Fringe Benefits.

- A. The Superintendent shall be granted twelve (12) sick days per year, which shall have a maximum accumulation of one hundred fifty (150) days. The Superintendent shall be entitled to thirty five (35) working days of paid vacation, exclusive of legal holidays, during each year of this agreement and five (5) personal days. The Superintendent shall use a maximum of ten (10) days of vacation time during student days with not more than three days used concurrently. A maximum of 10 vacation days can be carried over from one contract year to the next. If the Superintendent has vacation days remaining in June, they need to be used by the end of August of the same year, except for a maximum of ten (10) days, which can carry over (for a max of 45 vacation days per year).
- B. Holidays are as follows: New Year's Day, Good Friday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
- C. Five (5) days per year (not accumulative) for bereavement. Additional days per year may be allowed for bereavement as agreed upon by the President of the Board.
- D. All unused sick days will be paid at Fifty Dollars (\$50.00) per day and all unused vacation days will be paid at one hundred percent (100%) of the per diem rate at the conclusion of the superintendent's employment with the district.
- E. The Superintendent shall receive the same health plan afforded other certified staff members through collective bargaining agreements.
- F. The Board will pay the Superintendent's contribution to the state retirement system at the appropriate rate based on his current salary.
- G. The Board shall reimburse the Superintendent Fifty Dollars (\$50.00) per month for miscellaneous expenses. The Board shall provide the Superintendent with the use of a district computer for meetings/conferences/workshops, etc. The Board will reimburse the Superintendent for any out of district travel and mileage based upon the periodically adjusted IRS rate.

## 8. Termination During Term of Contract and Non-Renewal

- A. The Board and the Superintendent may, by mutual written consent, terminate this Contract at any time.
- B. The Board may terminate this Contract at any time during the term hereof (or any extension) for any act by the Superintendent of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, incapacity (subject to the provisions of Paragraph 11 of this Contract), inefficiency, if the Superintendent materially breaches the terms and conditions of this Contract, or for other reasons determined to be sufficient by the Board.

In the event the Board elects to terminate this Contract during the term under the provisions of this paragraph 8B, the Board shall provide written notification to the Superintendent of the charges against him. If the Superintendent wishes to contest the charges, he shall respond in writing to each of the charges and may make a written request for a hearing before the Board within ten (10) days of his receipt of the charges.

If the Superintendent does not contest the charges as presented in the time and manner specified, the charges shall be considered admitted and the Superintendent shall be considered to have waived any right to contest the charges. If requested by the Superintendent, a hearing before the Board will be scheduled at a time and place established by the Board not less than seven (7) days and no more than thirty (30) days, after its receipt of the request. The hearing need not be conducted using formal trial or evidentiary procedures, but the Superintendent will be given an opportunity to address the charges.

The Board shall notify the Superintendent of this Contract during its term under any of the above provisions, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

- C. In the event of termination of this Contract during its term under any of the above provisions, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
  - D. The foregoing standards and procedures for termination of the Contract during its term shall not be applicable to non-renewal of this Contract at its expiration, which decision is discretionary with the Board and shall be governed by the notification requirement established in Section 1229 of the Revised School Code, or its successor provision.
9. Suspension. Whether pending the procedures set forth in Paragraph 8B or pending an investigation of conduct of the Superintendent, the Board may, in its sole discretion, direct that the Superintendent be suspended from all or any part of the performance of his responsibilities and may assign the performance of such responsibilities to another person or persons. Such suspension of responsibilities shall be without loss of salary or other benefits until the Superintendent is either reinstated or the Board renders its decision under this Contract.

10. Evaluation. The Board shall evaluate the Superintendent by March 1 of each year, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. A written evaluation shall be prepared, provided to and discussed with the Superintendent which will include the evaluation of superintendent and principal duties. If the Board fails to complete said evaluation by the designated date, the Superintendent's performance will be deemed to have been satisfactory.
  
11. Disability or Incapacity. In the event of the Superintendent's mental and/or physical incapacity to perform the duties of his assignment, he shall be granted an initial leave up to ninety (90) work days for the purpose of recovery. This leave shall run concurrently with any leave for which the Superintendent is eligible under the Family and Medical Leave Act and its implementing regulation.

The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be remunerated under the District's short-term disability plan, according to the eligibility and payment terms and conditions of that plan.

Premium payments for health insurance coverage to the Superintendent (and his dependents) during his absence shall be paid to the extent of the Superintendent's eligibility for leave under the Family and Medical Leave Act and according to the Board and employee premium contributions required in Paragraph 13 of the Contract.

In order to utilize leave under this provision, the Superintendent shall first furnish medical certification to the Board respective the necessity for leave. If the Superintendent's leave is taken under the Family and Medical Leave Act, the certification shall be as set forth in form WH380-E, entitled Certification of Health Care Provider for Employee's Serious Health Condition (or its successor form). If the medical certification furnished by the Superintendent is for any period outside of the Superintendent's eligibility for leave under the Family and Medical Leave Act, the certification shall include an assessment of whether the Superintendent is able to perform the essential functions of his position without creating direct threat to the health and safety of either himself or others in the work environment.

The Board may require a second opinion, at Board expense, by a physician selected by the Board.

The Superintendent may request up to a ninety (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 a verified written prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave

extension. The Board may require a second opinion at its expense by a physician selected by the Board. Any extensions of leave for this purpose shall be at the discretion of the Board.

Prior to the resumption of duties 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, to the extent that this requirement is not inconsistent with the Superintendent's rights under the Family and Medical Leave Act.

The Superintendent's employment is contingent upon being fit to fully perform the essential responsibilities of the position. In the event the Board determines that the Superintendent is not able to fully perform his essential job functions at the expiration of the leave period, it may terminate this Contract, and shall have no further obligations hereunder. Such action by the Board shall not affect any rights the Superintendent may have under the group long-term disability coverage.

12. Medical Examinations. The Superintendent agrees to submit to such medical examinations (also including psychological or psychiatric evaluations) and to supply such information and execute such releases as may be required by any underwriter, policyholder or third party administrator providing insurance programs in which the Superintendent is enrolled. Additionally, upon request of the Board, Superintendent shall submit to such medical examinations (also including psychological or psychiatric assessments) to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodations.

Any examination or disclosure of such information required of Superintendent by the Board shall be job related and consistent with business necessity. Any examination under this section shall be at Board expense and any information obtained from such examination or inquiry shall be considered and treated as confidential. By executing this Contract, the Superintendent authorizes the release of any information by such examining or treating medical personnel with any other pertinent information it may have, personal or otherwise, for purposes of assessment and evaluation.

13. Tenure. The Superintendent agrees that he shall not be granted continuing tenure in the position of Superintendent or any other non-classroom or administrative position other than that of a classroom teacher, should the probationary period required for acquisition of tenure as a teacher be fulfilled in the District.
14. Insurance Carriers. 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 this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and eligible dependents in enrollment or coverage is denied by the insurance underwriter, policyholder or third-party administrator. The terms of any contract or

policy issued by and 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 School District, by payment of the premium payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

15. Professional Dues. The Board shall pay one hundred percent (100%) of the Superintendent's membership charges, fees and/or dues to appropriate professional and civic organizations in which the Superintendent feels membership is advisable to improve and maintain his professional skills and/or enhance the mission of the school district, as permitted by state law and as approved by the Board in the annual budget.
16. Professional Growth. Subject to express approval by the Board, the Board shall pay the fees or dues for membership to appropriate professional organizations. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for any registration fees, tuition, lodging, and/or reasonable meal expenses for himself in relation thereto not prepaid by the Board. The Board will reimburse Superintendent's tuition for one college or university course (3 credits) per calendar year upon successful completion of the course.
17. Errors and Omissions Coverage. The Board agrees to pay the premium amount for School Board errors and omissions insurance coverage which includes the Superintendent while engage in the performance of a governmental function and while the Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than one million dollars (\$1,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent but in no case shall the coverage be extended to any demands, claims, suits actions and/or legal proceedings brought against the Board or the School District by the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as is authorized under MCLA 691.1408.

18. Entire Agreement. 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 provisions of this Contract at such time or at any other time.

19. Severability of Provisions. 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.

20. Governing Law. This Contract shall be governed in accordance with the laws of the State of Michigan.

21. Amendment. This Contract may be amended only by an instrument in writing signed by both of the parties hereto.

IT WITNESS WHEREOF, the parties have caused the Contract to be executed in their respective names and in the case of the Board of Education, by its President and Secretary on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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Witness

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David A. Waaso, Superintendent

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Witness

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Jason St. Onge, President of the Board of Education

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Witness

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Terry Andress, Secretary of the Board of Education