

SUPERINTENDENT CONTRACT

It is hereby agreed by and between Ishpeming School District #1 (acting through its Board of Education), Ishpeming, Michigan, (hereinafter called the "District" or the "Board"), and Stephen L. Piereson (hereinafter called the "Superintendent" or "Administrator"), that the Board employs the Administrator for a term commencing July 1, 2008 and ending June 30, 2013, at which time this contract shall terminate, subject to the covenants and conditions hereinafter set forth. Both parties agree the Administrator shall perform the duties of Superintendent as established or changed from time to time by the Board, as prescribed by the laws of the State of Michigan, and as provided by the rules, regulations, and job descriptions adopted by the Board.

WITNESSETH:

1. In consideration of the annual salary set forth in Exhibit A, attached hereto and incorporated herein by reference, the Administrator agrees to perform the duties of Superintendent and any other positions to which assigned. The annual salary shall be paid in equal installments in accordance with the policy of the Board.

2. The Administrator shall actively work fifty-two (52) weeks per year and shall be entitled to vacation, holidays and paid sick leave as set forth in Exhibit A. Vacation, holidays and paid sick leave shall be continued during periods of authorized paid sick leave but shall not be paid, or accrue, during "non-pay" periods (periods during which the Administrator is not actually paid salary by the District for work actually performed on behalf of the District). Vacation and paid sick leave shall be prorated based upon any such "non-pay" periods. Vacation is to be taken at times approved by the Board, and shall not accumulate from one contract year to the next except by specific prior written approval of the Board.

3. The District shall also provide the Administrator with insurance coverage and other fringe benefits as set forth in Exhibit A. Such insurance coverage and other fringe benefits shall be continued during vacation, holidays, paid sick leave, and other periods of authorized paid leave, but shall not be paid, or accrued, during any "non-pay" periods as defined above, except to the extent specifically provided in Exhibit A. While on an unpaid leave of absence the Administrator may purchase insurance coverage at District group rates, to the extent permitted by the respective insurance carriers, provided appropriate arrangements are made with the District in advance to provide advance payment by the Administrator of any necessary insurance premiums. Responsibility for insurance premiums shall be prorated based upon any such "non-pay" periods.

4. Should the Administrator be unable to perform any or all of their

duties by reason of personal illness or injury, and should said disability continue for a period longer than paid sick leave as provided in Exhibit A, the Administrator shall be granted an unpaid leave of absence for the duration of such illness or injury for a period not to extend beyond the term of this Agreement. Such unpaid leave may be further extended, in the sole discretion of the Board, upon written request by the Administrator. During any such period of unpaid sick leave, or during any other periods of unpaid leave as authorized by the Board, the Board may, in its sole discretion, make a proportionate reduction in the annual salary set forth in Exhibit A. Such unpaid leaves of absence shall be considered "non-pay" periods as used in this contract. Commencement and termination dates for all leaves will be mutually agreed upon between the Administrator and the Board and will be based on necessity for the leave, medical certification, school calendar, District work requirements and other relevant considerations.

5. The Board of Education may organize, reorganize, assign and transfer the administrative and supervisory staff in a manner which in the Board's judgment best serves the District. Accordingly, the Superintendent is subject to change in classification, assignment and transfer in the discretion of the Board and may be assigned to non-superintendent or non-administrative positions or duties, including non-administrative teaching positions or duties. The Administrator shall continue to receive the specified annual salary for the duration of this contract notwithstanding such change, assignment or transfer, unless otherwise mutually agreed. In addition, in the event the Board determines to reduce the size of the administrative staff, or to layoff the entire administrative staff due to severe financial conditions, this Administrator is subject to layoff on thirty (30) days written notice, in which event the salary and other benefits provided herein, and in Exhibit A, shall be prorated based on any such period of layoff.

6. As provided by law: notification of non-renewal of this contract shall be given to the Superintendent in writing at least ninety (90) days before June 30th if it doesn't wish to renew his contract or the contract is renewed for an additional one (1) year. Such notification of non-renewal may be given by the Board, with or without cause. If such notification of non-renewal is given this contract shall automatically terminate on the termination date herein provided. This agreement may also be extended by the parties, by written agreement, for additional one (1) year periods. Unless otherwise specifically agreed in writing extensions of this contract, whether by agreement or by failure of required notification, shall be for an additional one (1) year period, terminating on June 30 of the year following the previous date of termination, and shall be subject to all of the terms and conditions herein provided, including the salary and other benefits specified in Exhibit A.

7. The Administrator shall furnish throughout the life of this contract valid and appropriate certificates as required by law, or by

regulations of the Department of Education, to act as superintendent/administrator in the State of Michigan as directed by the Board. The Administrator hereby agrees to devote full time, skill, labor, and attention to said employment during the term of this contract. If at any time the Administrator fails to hold the certificates required by law for the positions assigned, or shall otherwise be deemed by the Board no longer qualified for such positions, this contract shall automatically terminate.

8. The Administrator shall abide by the rules, regulations, policies and directives promulgated by the Board and its authorized committees (acting with majority Board approval) and shall perform all administrative and other duties in a professional manner. The Administrator shall also abide by the rules and laws of the State of Michigan and the United States of America relative to the duties, responsibilities and conduct of a Superintendent and an Administrator of Schools. The Administrator shall further:

- A) comply with established channels of administrative communication and/or decision-making,
- B) maintain a close professional and working relationship with the Administrative staff and the Board and evidence a personal commitment to administrative team management,
- C) comply with directives and administrative practices and operating procedures established by the Board,
- D) refrain from inappropriate comments, public or private, in matters of a confidential or sensitive nature, avoid any other conduct unbecoming a superintendent/administrator, and utilize appropriate forums and procedures for evidencing personal opinions or views.

Failure to comply with the above may result in disciplinary action, or other action the Board deems appropriate, including, but not limited to, possible disciplinary suspension with or without pay, demotion with or without appropriate pay adjustment, termination of this Superintendent Contract or discharge.

9. The Administrator shall attend appropriate professional and other meetings as approved or requested by the Board at local, state, or national levels, the expenses of said attendance to be reimbursed by the District at the rate or limitation set by Board policy or administrative rule.

10. The Board may require that the Administrator have such comprehensive medical examinations as it deems necessary, at Board expense. If such examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical capability and/or mental competency, or lack thereof, to perform assigned duties.

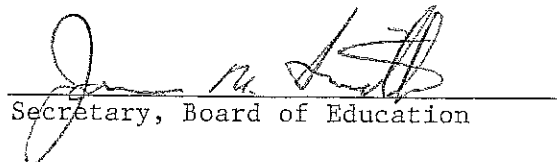
11. It is expressly understood that the above named individual shall not acquire tenure as Superintendent or in any other administrative position.

12. The Superintendent shall fulfill all aspects of this contract, any exceptions thereto being by mutual consent of the Board and the Administrator in writing.

Dated this 9th day of June, 08.

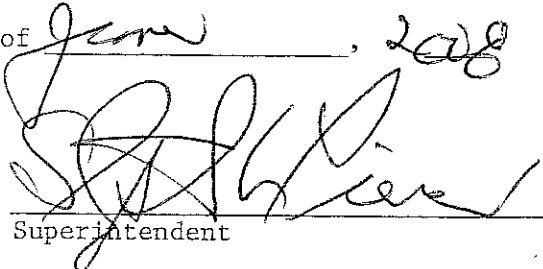


President, Board of Education



Secretary, Board of Education

Dated this 10th day of June, 2008



Superintendent

EXHIBIT A - SUPERINTENDENT

Salary, vacations, holidays, paid sick leave, insurance and other fringe benefits.

- A) Annual Salary - \$92,120.04
- B) Vacation - The Administrator may take up to four (4) weeks vacation during the contract year, to be taken at times approved by the Board.
- C) Holidays - The Administrator may take the following holidays:
 - Independence Day (July 4)
 - Labor Day (First Monday in September)
 - Thanksgiving Day (Third Thursday in November)
 - Day After Thanksgiving
 - Christmas (2 Days)
 - New Year's (2 Days)
 - Good Friday
 - Monday After Easter
 - Memorial Day (Fourth Monday in May)
- D) Paid Sick Leave - The Administrator may take up to thirty (30) working days paid sick leave during any contract year. No such sick leave may be accumulated or otherwise carried over from one year to the next. Paid sick leave cannot be used during periods for which the employee is entitled to Managed Sick Leave benefits or Worker's Compensation wage benefits.
- E) Insurance Benefits - All insurance carriers and/or administrators to be named by the Board, benefits to be those listed or substantially comparable coverage:
 - 1. Term Life - face amount \$60,000.00
 - 2. Major Medical - Choices II (family coverage)
 - 3. Managed sick leave (MASB-SET) or substantially comparable insurance coverage providing disability payment on the 31st day with a sixty-six and two-thirds percent (66 2/3%) pay out:
 - a) with respect to periods of disability commencing prior to age 60, to the disabled administrator's sixty-fifth (65) birthday;

- b) with respect to periods of disability commencing on or after age 60, but prior to age 65, the later of [a] the disabled person's sixty-fifth birthday, and [b] the expiration of thirty-six consecutive months of total disability following the end of the qualifying period;
 - c) with respect to periods of disability commencing on or after age 65, but prior to age 70, the earlier of [a] the disabled administrator's 70th birthday, and [b] the expiration of twenty-four consecutive months of total disability following the end of the qualifying period;
 - d) with respect to periods of disability commencing on or after age 70, one year of benefits.
- 4. Dental - MESSA Plan "C", Class III Orthodontic
 - 5. Vision - MESSA Plan - VSP 3
- F) Additional Fringe Benefits:
- 1. Mileage - Current IRS Rate
 - 2. Dues - Paid membership dues in a professional organization as approved by the Board.
 - 3. Insurance - The Board will pay \$500.00 on an annual basis towards the premium of a permanent (whole life) insurance policy, as approved by the Employee Relations Committee.
 - 4. Insurance - The Board will pay the premium for a term life insurance policy in the face amount of \$125,000 from Harleysville Life Insurance Company. (Board action April 18, 1994.)
 - 5. Professional Liability - The District agrees that it will defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits actions and legal proceedings, excluding criminal proceedings, brought against the Administrator in his/her individual capacity, in his/her official capacity as an agent and/or employee of the District, provided the incident arose while the Administrator was acting within the scope of his/her employment and further provided he/she was acting in accordance with the District's established rules and procedures. The Board will provide public liability insurance for the Administrator to cover legal expenses in defense of any such claims and for payment of judgments resulting therefrom, and will reimburse him/her for any of such reasonable expenses, and for any portion of any such judgments, not covered by insurance. In no case will

individual Board Members be considered personally liable for indemnifying the Administrator against, or pursuant to, any such demands, claims, suits, actions or legal proceedings (Board action June 23, 1997).

- G) If the Administrator is on compensable leave (on leave due to occupational injury or disease for which the employee is actually receiving worker's compensation benefits on behalf of the District, or on leave due non-occupational injury or disease for which the employee is actually receiving managed sick leave disability payments as hereinabove provided), the District will continue to pay any premiums necessary (taking into account waiver of premium provisions in insurance contracts) for the duration of the Administrator's contract year to permit continuation of life insurance, health insurance, dental insurance, vision insurance, and managed sick leave insurance through the end of such contract year.
- H) Leave privileges, insurance, and fringe benefits shall be comparable to or greater than those provided for other employees.
- I) The Board will provide for a 403B plan match not to exceed \$1,200 for the contract year with the payment to a 403B plan selected by the Superintendent (Board action October 11, 1999).
- J) If the Superintendent resigns, he will provide a minimum 30-day written resignation notice (Board action October 11, 1999).
- K) A maximum of five days per contract year, not to be subtracted from accrued vacation, may be taken in order to enroll in university courses or CEU programs for the purpose of meeting continuing education requirements (Board action October 9, 2000).
- L) Pay at the then current daily rate for five unused vacation days beyond the 10 days permitted to be carried over (pay for the 11th, 12th, 13th, 14th, 15th unused vacation days) (Board action April 14, 2008).
- M) One snow day (Board action April 14, 2008).

ADDENDUM:

Four additional vacation days in addition to those authorized in this contract may be taken at the mutual convenience of the Superintendent and the Board during the 2008-2009 year winter and/or spring break.

The Administrator may or may not qualify for a retirement benefit as stated in Administrative Procedure 2100.