

EMPLOYMENT CONTRACT BETWEEN

JOHN M. SEARLES

and the BOARD OF EDUCATION of the

MIDLAND COUNTY EDUCATIONAL SERVICE AGENCY

THIS CONTRACT is between the Board of Education of the Midland County Educational Service Agency, referred to as the "Board" or "Educational Service Agency" and John M. Searles as Superintendent, referred to as "Administrator." The parties agree to the following:

1. **TERM.** This Contract shall take effect on July 1, 2019 and continue in force through June 30, 2021 subject to extension and termination as provided herein.
2. **DUTIES.** The Administrator represents that he meets all applicable requirements of the Laws and School Code of Michigan and all qualifications established by the Board for his position. The Administrator will continue to satisfy these requirements and qualifications, and to maintain evidence of such compliance at the Board office. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with all applicable laws and the policies and regulations adopted by the Board of Education.
3. **EVALUATION.** Annually, but no later than June 30th each year unless otherwise mutually agreed upon, the Board shall give and review with the Administrator a written evaluation of his performance as Superintendent.
4. **EXTENSION.** A. This Contract may be extended at any time by written agreement of the parties. All other terms and conditions shall remain unchanged unless otherwise changed by written agreement. However, the Board, in its sole discretion and with or without cause, may decline to extend this Contract.

B. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 (1) of Michigan's Revised School Code. MCL 380.1229 (1). The Superintendent annually shall advise the Board of Education of this obligation during the month of September.
5. **TENURE EXCLUSION.** This Contract does not confer tenure upon the Administrator in the position of Superintendent or any other non-teaching position with the Midland County Educational Service Agency.
6. **COMPENSATION.** The Board shall pay to the Administrator a total compensation package as follows:

The superintendent's salary for 2019-2020 will be \$167,000 which will be paid in biweekly installments.

Annually, the MCESA Board of Education may vote to award a one-time performance-based payment to the superintendent.

Annually, the MCESA Board of Education will consider increasing the superintendent's salary. The salary may not be reduced.

A \$600 per month stipend intended for local district travel within Midland County. Outside of that, mileage is eligible for reimbursement at the normal IRS rate.


7. **BENEFITS.** A. During the term of this Contract, the Administrator shall be entitled to purchase any benefits offered by MCESA to full-time, administrative staff in accord with Board policy and regulations of the providers.
 - B. The Administrator is entitled to all other benefits provided by MCESA to full-time administrative staff in accord with Board policy, except for vacation as defined below.
 - C. The Administrator is entitled to all benefits mandated by law.
8. **VACATION.** The Administrator will be entitled to twentyfive (25) days per year of paid vacation. The Administrator will not schedule vacation during a time when his presence and leadership are critical to the Educational Service Agency as determined by the Board President. The President of the Board shall always be informed by the Administrator in advance of any time the Administrator plans to be on vacation or otherwise absent, or away for more than three (3) consecutive business days, or when the Administrator anticipates being absent from a Board meeting.
9. **CONFERENCES.** The Administrator may attend professional conferences at the state and national level as approved by the Board President. Reasonable and necessary receipted expenses shall be reimbursed. Time away from the Educational Service Agency and/or the duties and responsibilities of his position shall be limited and reasonable as determined by the Board.
10. **PROFESSIONAL MEMBERSHIP.** The Educational Service Agency agrees to pay the Administrator's professional dues for membership in MASA, AASA, MAISA, AESA, and dues for one service organization active in Midland.
11. **INDEMNIFICATION.** The Board agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against said Administrator in his/her individual capacity, or in his/her official capacity as an agent and employee of the Educational Service Agency, provided the incident arose while the Administrator was acting within the scope of his/her employment.

The Board shall provide liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments and resulting from his/her functioning as Administrator and will reimburse said employee for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

12. **TERMINATION.** If at any time the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this Contract, the Contract shall automatically terminate and the Administrator may be discharged. Additionally, the Board may terminate this Contract at any time in accordance with Board policy, which shall include but not be limited to violation of or failure to uphold Board policy. The Board shall not arbitrarily or

capriciously dismiss the Administrator. Upon contract termination pursuant to this Paragraph or upon lapse of the Contract pursuant to #4 above, the obligations of the parties to one another shall end except as otherwise provided in this Contract or as may be agreed to by the parties in writing.

13. **MORAL TURPITUDE.** The Administrator is prohibited from engaging in conduct involving moral turpitude. The Agency may void this Contract if the Administrator violates this provision.
14. **SEVERABILITY.** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.
15. **GOVERNING LAW.** This contract shall be governed by and interpreted in accordance with the Revised School Code and laws of the State of Michigan.
- 16: **Replacement of Prior Agreement.** This Agreement hereby supersedes and replaces in its entirety the Prior Agreement and the Prior Agreement is null and void and of no further force and effect.



Judy Gunderson, President, MCESA Board of Education



Date



John M. Searles, Superintendent



Date