Ida Public Schools Ida, Michigan

Superintendent's Contract

This agreement is entered into between the Board of Education, hereinafter called "Board", and Richard Carsten as Superintendent of Schools, hereinafter called "Superintendent" according to the terms and condition set forth as follows:

WITNESSETH:

- 1) The Board agrees to employ Richard Carsten as its Superintendent for the term of three (3) years from July 1, 2015 to and including June 30, 2018.
- The above-named Superintendent represents that he holds all certificates and credentials required by law and by the District to accept this administrative position. Additionally, Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position, as are and may be required by law and/or by 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 obligation hereunder.
- The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner subject to the established polices and regulations of the Board of Education and the laws of the State.
- 4) Compensation:

The Board agrees that in consideration for the Superintendent's employment, it will pay the Superintendent \$110,170.80 as the annual salary for the 2015-16 school year with the salary for 2016-17 and 2017-18 to be determined annually. Said sum will be paid in twenty-six (26) equal payments. The Board retains the right to adjust the annual salary of the Superintendent during the term of this contract with said salary adjustment not to reduce the annual salary below the figure stated above.

An annuity will be provided equal to three percent (3%) of the Superintendent's annual salary with a District approved provider.

- 5) The Board will provide the fringe benefits accorded other Administrators. These shall include, but not be limited to:
 - a) Fifteen (15) days sick leave per year accumulative to 240 days; however, the Superintendent shall receive thirty (30) sick days upon employment.

- b) Full family health and hospitalization insurance, in accord with that provided to other Administrators of the District.
- c) Long Term Disability Insurance Currently--66 2/3% Max Mon. Salary
- d) Term Life Insurance: 1x Annual Salary
- e) Full Family Vision Currently--VSP-3
- f) Full Family Dental Currently--Delta Dental 80/80/80

Additional benefits provided shall include, but not be limited to:

- g) Medical insurance benefits shall be extended beyond accumulated sick days up to a total period of one year in case of extended disability.
- h) All actual and necessary expenses for Board approved state, local, and national conferences shall be paid.
- i) Dues will be paid for Board approved state and national organizations.
- j) The Board will pay expenses reasonably incurred up to \$3,000 for the moving of furniture and furnishings from the Superintendent's present home to his new residence provided the new residence is within the district and this move is completed by no later than June 30, 2011. Superintendent shall promptly reimburse the Board for these expenses in the event he does not remain a resident of the school district during the period he is employed.
- k) Vacation period shall be twenty (20) days per year. Vacation days shall not accumulate. The Board of Education may carry over or reimburse for unused vacation days due to extenuating circumstances.
- 1) The Superintendent will have the following paid holidays and they will not be charged against vacation time:
 - 1. New Year's Eve Day
 - 2. New Year's Day
 - 3. Good Friday
 - 4. Memorial Day
 - 5. Fourth of July

- 6. Labor Day
- 7. Thanksgiving Day
- 8. Friday after Thanksgiving
- 9. Christmas Eve Day
- 10. Christmas Day
- m) If the Superintendent retires from the Ida Public Schools after a minimum of ten (10) full years' service in the district, and receives state retirement payments, he will be provided \$10.00 compensation for each unused sick day up to 180 days accumulation, or 10% of his last full fiscal-year salary, including

longevity, whichever is greater. This will be paid to the retiring employee as a contribution to a 403(b) annuity following the guidelines established in the district's 403(b) plan. The employee may choose a vendor from those approved by the district.

- Pursuant to Section 1229 of the Revised School Code, if the Board 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 renewed for an additional one (1) year period.
- 7) The Board shall review this 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 extending for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.
- Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 15th in any given school year. As such, evaluations are to be based in part on written goals and objectives, said goals and objectives will developed by the Superintendent and Board and mutually agreed upon by both parties prior to the year of evaluation. The Superintendent, prior to the first Board meeting in January, shall provide notice to the Board of the obligation to conduct the evaluation.
- 9) The Board agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, and liabilities, including costs and expenses by any third party, asserted against the Superintendent, arising from actions taken or decisions made within the scope of his authority and term employment during the term of this Agreement, notwithstanding that said claims may be asserted after expiration or termination of this Agreement. The Superintendent shall immediately give the Board written notice of the nature of any such claim and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at his own cost and expense, employ counsel to assist in such defense.
- 10) It is mutually understood and agreed that this contract does not confer tenure upon the Superintendent in the above described position or any other administrative position in the district.
- 11) No change or modification to this contract of employment shall be valid or binding unless it has formally been approved by the Board of Education and is in writing and signed by the Superintendent and the Board.

In witness whereof, the parties hereto have signed on the date(s) indicated below.

BOARD OF EDUCATION Machinetha 3-23-/5 President Date 3-23-/5 Date	Vice-President Date Other Hallow 3.23-15 Trustee Date
SUPERINTENDENT Michard Carsten, Superintendent	$\frac{3/23/2015}{\text{Date}}$