

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT made and entered this 11th day of July, 2012 by and between the **SAGINAW INTERMEDIATE SCHOOL DISTRICT**, (hereinafter the Board), Saginaw, Michigan, and **RICHARD SYREK** (hereinafter the Superintendent).

1. The Board agrees to employ RICHARD SYREK as its Superintendent for the term of three years, beginning **July 1, 2012**, and ending **June 30, 2015**. This contract may be terminated any time by mutual consent of both parties. 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 extended 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 renewed for an additional year. For the purposes of this section, the contract year shall be July 1 through June 30. Evaluation of the performance of the Superintendent shall be on at least an annual basis prior to March 31 each year. The Board shall evaluate the Superintendent using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. In the event any part of the evaluation is negative, the charges must be in writing. The Superintendent shall have the opportunity to reply to such charges in writing. Further, the opportunity to answer such charges in an Executive Session of the Board of Education shall be granted.

2. The Superintendent hereby accepts said employment for said term and represents to the Board that he is qualified under the laws of the State of Michigan to act as Superintendent of Schools. The Superintendent agrees to conform to all provisions of law relative to the qualifications of a Superintendent of Schools and to perform all the duties thereof for the Board as required by law during the life of this Agreement. The Superintendent further agrees to perform such professional and managerial duties for the Board as may be requested by the Board. The Superintendent agrees to devote his full time and efforts to his duties as Superintendent of Schools, except for such vacation periods as may be granted to him by the Board and also agrees to accept no other employment during the life of this Agreement. He may, however, become involved in

teaching or consulting as long as such activities do not conflict with his responsibilities as Superintendent.

3. The Board agrees to pay the Superintendent for his services as Superintendent of Schools for the period July 1, 2012 through June 30, 2013, at a base annual rate of \$144,228.00.

The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this contract, said salary adjustment not to reduce the annual salary below the figure stated above unless such decrease is part of a uniform plan affecting salaries of all administrative employees of the school district. In the event the Superintendent becomes disabled, his full salary will be continued for ninety (90) workdays or until the exhaustion of accumulated sick leave, whichever is greater. At that time he shall be eligible for the established Long Term Disability Plan.

The Superintendent shall also receive a 1% off schedule stipend during each year of this agreement.

4. It is further agreed between the parties hereto that the Superintendent shall be entitled to twenty-five (25) days vacation, six (6) personal days, fifteen (15) sick days and ten (10) paid holidays per year. It is further agreed upon for these listed benefits, the same provisions as outlined in the Saginaw Intermediate School District Administrator's Handbook Revised July 2006 will apply.

5. Medical and prescription drug coverage for the Superintendent and his dependents will be provided by the District. The terms and conditions of such coverage shall be determined by the District.

6. Dental and vision coverage for the Superintendent and his dependents will be provided by the District. The terms and conditions of such coverage shall be determined by the District.

7. The Board agrees to provide term life insurance in the amount of two times the Superintendent's annual base rate.

8. This contract and/or the performance of services thereunder does not confer tenure upon the Superintendent in an administrative capacity.

9. The Board hereby agrees to provide, insure, and maintain, an automobile for the use of the Superintendent.

10. The Superintendent does hereby agree to have a comprehensive medical examination each year of this contract and cost of said medical examination will be paid by the Board.

11. The Board agrees to pay the Superintendent's professional association, Chamber of Commerce, and local service club dues.

12. The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Saginaw Intermediate School District Board of Education may void the contract of any school administrator who violates the provisions of this section.

13. The Superintendent shall attend appropriate professional meetings and workshops and he may participate in professional activities at the local and state levels. The Superintendent may attend state and national meetings, which shall include those state meetings that the Superintendent deems appropriate and a minimum of one national conference each year. The Superintendent shall be reimbursed for his expenses therewith and for any other expenses out-of-pocket incurred on behalf of the Board.

14. COVENANT NOT TO COMPETE:

Section A: The Superintendent agrees that for a period of one (1) year commencing from the date of termination of his employment with Saginaw Intermediate School District, the Superintendent will not, within the County of Saginaw, the region served by the East Central Michigan Education Consortium or the region served by REMC's 3, 5 & 9, engage in the provision of services that involve the training of professional educators utilizing the specific training concepts, tools, methodologies, and/or knowledge gained through specific training of trainers opportunities provided by Saginaw Intermediate School District. These specific training of trainers opportunities are listed in Section B.

Section B: No specific trainings.

Section C: The Superintendent agrees that in the event of violation of the agreement as noted above, the Superintendent will repay to Saginaw Intermediate School District the total amount of dollars spent for the provision of the aforesaid training including the cost of travel, lodging, meals, materials, registration fees, and tuition costs.

Section D: The Superintendent agrees that for the period of one (1) year commencing from the date of termination of his/her employment with Saginaw

Intermediate School District, the Superintendent will not, within the County of Saginaw, the region served by the East Central Michigan Education Consortium or the region served by REMC's 3, 5 & 9, engage in the development, revision, repurposing, or marketing of specific educational products developed during his/her employment with Saginaw Intermediate School District using the resources of Saginaw Intermediate School District. These specific educational products are listed in Section E.

Section E: None to list.

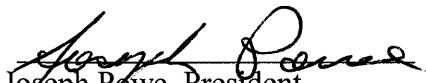
15. The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.

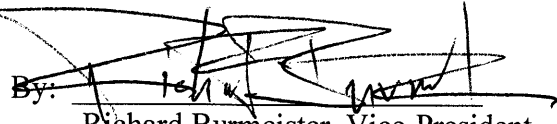
16. **MODIFICATION OF AGREEMENT:**

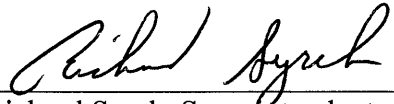
Upon providing to the Superintendent 14 days written notice, the District reserves the right, in its total discretion, to reopen item 5. of this Agreement for the purpose of modifying or adjusting the Superintendent's health care benefits, levels, coverage, provider, plan, and/or health care contribution shares. All other provisions of this Agreement remain in full force and effect during any reopener period.

IN WITNESS THEREOF the Board has caused its corporate name to be written by the President and Vice-President pursuant to a resolution regularly adopted at a legal meeting of the Board of Education, held the 11th day of July, 2012 and the Superintendent has hereunto subscribed his name the day and year first above written.

SAGINAW INTERMEDIATE SCHOOL BOARD

By: 
Joseph Powe, President
Saginaw Intermediate School District
Board of Education

By: 
Richard Burmeister, Vice-President
Saginaw Intermediate School District
Board of Education

By: 
Richard Syrek, Superintendent