

FRANKENMUTH SCHOOL DISTRICT
SUPERINTENDENT'S CONTRACT

THIS CONTRACT, entered into this 1st day of July, 2011 between the Board of Education, hereinafter called the "Board" and Mary Anne Ackerman hereinafter called "Superintendent."

WITNESSETH:

1. TERM

The Board agrees to employ **Mary Anne Ackerman** as Superintendent of its schools for the term of **2 years** from **July 1, 2011** to and including **June 30, 2013**.

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period.

2. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform her duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. She will act as an advisor to the Board on matters pertaining to the school administration or the School District, and she will inform the Board of significant 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 needed. She will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District.

3. EVALUATION

The Board shall evaluate the Superintendent quarterly using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. The July organizational meeting will serve as the first periodic evaluation. The written evaluation will be completed for the March review.

4. COMPENSATION

The Board agrees to pay the Superintendent for her services during each year of said contract in equal installments unless otherwise agreed to by the parties. Compensation shall be 1.6 times the Column D highest step of the teacher's salary schedule as presented. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

5. FRINGE BENEFITS

Leave privileges, sick days, insurance, and fringe benefits shall be as follows:

- The Superintendent shall be entitled to five (5) weeks vacation, exclusive of holidays, each year at a time mutually agreeable to both parties.
- Other than as specified herein, the Superintendent shall have all fringe benefits granted to teachers employed by the Board.
- The Superintendent shall have the same longevity benefits granted to administrators employed by the Board.
- The Board shall provide the Superintendent with a monthly automobile allowance of \$350.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. Any expenditure over \$5000 to be approved by the Board of Education.

7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

8. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

9. PROFESSIONAL LIABILITY

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

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from her functioning as Superintendent and will reimburse her 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 Superintendent against such demands, claims, suits, actions and legal proceedings.

10. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her and she has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel at her own expense.


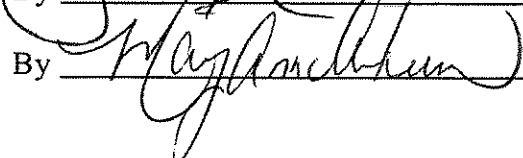
11. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of the own designation; however each party shall be responsible for the costs of such respective representation.

12. BREACH

In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By  9-12-11 Board President
By  9/12/2011 Superintendent