

SUPERINTENDENT'S CONTRACT

THIS AGREEMENT Made and entered into this the 8th day of December, 2010, with an effective date of January 1, 2011, ("Effective Date") by and between the BOARD OF EDUCATION OF THE MARYSVILLE PUBLIC SCHOOLS, 1111 Delaware, Marysville, Michigan 48040 (the "Board of Education" or "District") and JAMES S. CAIN, 4410 Swede Avenue, Midland, Michigan 48642, (the "Superintendent").

Recitals

The Board of Education voted to offer James S. Cain the position of Superintendent with the Marysville Public Schools and James S. Cain accepted the offer. As a result, the parties wish to reduce to writing an Agreement for the employment of James S. Cain as the Superintendent of Schools for the Marysville Public Schools and are, therefore, entering into this contract.

1. **Term:** The term of this Agreement shall be from the Effective Date through June 30, 2014. The Board of Education shall review this Contract with the Superintendent annually, and shall commencing on or before March 31, 2012 and on or before March 31 of each ensuing contract year, take official action determining whether or not this Contract shall be extended for an additional year or years and notify the Superintendent of its action in writing. If no action is taken by the Board of Education, this Contract shall be deemed to have been extended for an additional year.

2. **Duties and Qualifications:** The Superintendent represents and agrees that he currently meets and shall in the future meet all legal requirements of the State of Michigan whether by statute, rule or regulation and the qualifications established by the Board of Education for the position of Superintendent of Schools. The Superintendent agrees to perform the duties of Superintendent of Schools in a competent and professional manner and in compliance with the laws of the State of Michigan, the by-laws, policies and regulations adopted by the Board of Education and the rules and regulations of the State Department of Education and any other state administrative agency which has jurisdiction over the position. The Superintendent agrees to and shall, during the term of this Agreement, devote his time, attention, and energy to the position of Superintendent of the School District. So long as such does not interfere with his expressed or implied full-time employment duties, he may serve in other capacities within the education profession such as consulting, lecture, writing, and speaking engagements which are of short-term duration at his discretion, if approved in advance by the Board President. In no case will the school district be responsible for any expense attendant to the performance of outside activities.

In addition to the general duties set forth herein, the Superintendent shall:

- a. Present his recommendations to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board unless otherwise excused by the President of the Board;
- c. Serve as an ex-officio member of each committee established by the Board. The Superintendent shall have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including

instruction and business affairs, which in his judgment best serves the district. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent. The Board, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

3. **Evaluation:** The Board of Education shall conduct an initial evaluation of the Superintendent's performance not later than August 1, 2011. Thereafter, the Board of Education shall conduct an annual evaluation of the Superintendent using an evaluation instrument jointly developed by the parties with the understanding that the ultimate approval of the evaluation instrument shall rest with the Board of Education. The Board of Education and the Superintendent shall meet by August 15 of each year of the contract to discuss the goals and objectives for the Superintendent for the upcoming school year. The goals and objectives shall be reduced to writing and be used as a guideline for the annual evaluation of the Superintendent. The annual evaluation of the Superintendent shall be completed no later than March 1st of each year of the contract. The evaluation instrument shall be delivered to the Superintendent in writing and shall be prepared consistent with the policies and procedures of the Board of Education. The Superintendent shall provide written notice to the Board of Education during each year of this contract reminding it of the time lines to complete the evaluation as provided for in this contract.

4. **Exclusion of Tenure in Position:** This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position.

5. **Assignment of Duties:** The Board of Education consistent with its policies and procedures shall be the sole determiner of the assignment of the duties and responsibilities of the Superintendent. This shall include the right of the Board of Education to transfer the Superintendent to another administrative position within the administrative structure of the School District. In the event of a transfer to another administrative position, the Superintendent shall be notified in writing. However, in the event the Superintendent is transferred to another administrative position within the School District such transfer shall result in no loss of pay or benefits to the Superintendent for the balance of this contract.

6. **Compensation:** The Board of Education shall pay to the Superintendent an annual salary of One Hundred Twenty-Three Thousand (\$123,000.00) Dollars per year for each year of the contract. The period for the Effective Date until June 30, 2011, shall be a prorated portion of the annual salary. For purposes of calculating the Superintendent's daily rate of pay for the term of this contract the number of days in his work year shall be 260 days. The Superintendent shall receive an annual tax sheltered annuity in the amount of Three Thousand (\$3,000.00) Dollars for each year of the contract.

7. **Insurance Benefits**: During the term of this Agreement, the Superintendent shall receive the insurance benefits provided by the Marysville Public Schools District to its Central Office Administrative staff. Such insurance coverages shall be subject to and controlled by the terms of the policy and the rules and regulations of the carrier and, further, shall be subject to change by the Board of Education as may occur for central office administrative staff.

8. **Professional Liability** The Superintendent shall be provided liability coverage under the District's liability coverage which is currently provided through SET/SEG. The insurance coverage provided to the Superintendent shall include errors and omissions coverage for his individual acts while in the course of his employment. 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 or in which he is named, provided the claim occurred or arose while the Superintendent was acting in his official capacity as agent and employee of the District and provided the incident arose while the Superintendent was acting within the scope of his employment with the District. The District agrees to indemnify the Superintendent for legal expenses and judgments for claims arising from acts while he was acting within the scope of his employment which claims or fees are not covered by the District's liability insurance. (e.g. in wrongful discharge/employment discrimination claims the District's liability insurance does not cover some forms of lost wages.)

9. **Other Fringe Benefits**: The Superintendent shall receive 25 days of paid vacation for each year of this contract. The Superintendent shall not have the option of receiving either cash in lieu of such days or payment into a tax sheltered annuity. The vacation days may not be carried over from year-to-year without the express approval of the Board of Education. The Superintendent shall receive group term life insurance coverage in the amount of 150% of his salary. The Superintendent shall be covered by the District's long-term disability insurance policy with coverage for 60% of his salary per month of disability. The rules and regulations of the carrier and the provisions of the policy shall govern all aspects of the coverage. The District shall pay its portion of the retirement contribution under the Michigan Public Schools Retirement System program as provided for by state law. The Superintendent shall be permitted to take up to sixteen (16) days per year for illness or personal business, with a limit of three (3) of such days allowed for personal business. These days may be accumulated to a maximum of 260 days and the Superintendent shall be entitled to receive 15% of the value of such days upon the termination of his employment with the School District up to a maximum amount of \$17,500.00. The Superintendent shall receive the same paid holidays as the Central Office Administrative staff. The Superintendent shall be reimbursed for mileage at the rate of \$300.00 per month. The District shall reimburse a one time moving expense up to the amount of \$3,000.00 for the Superintendent to relocate his primary residence to the City of Marysville within 12 months of the Effective Date.

10. **Termination**: The Board of Education, in its discretion, shall have the right to terminate this contract if the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as either required by this Contract or by state law. In the event the Superintendent's qualifications or credentials lapse the Board of Education may, in its

discretion, provide the Superintendent a reasonable period of time to cure the deficiencies. The Superintendent may be discharged from his employment at any time for just cause which shall include, but not be limited to, acts of moral turpitude, dishonesty, fraud, insubordination, incompetency or if the Superintendent materially breaches the terms and conditions of this Contract. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event the Board of Education terminates this Contract for cause the Superintendent shall have the right to contest whether or not cause exists for the termination of the Contract by an arbitrator selected through the American Arbitration Association. The rules of the American Arbitration Association for labor matters shall apply and the case shall be administered by the American Arbitration Association Southfield office. The location of the arbitration shall be at the Board of Education offices or such other location, in St. Clair County, as the Board of Education shall designate. The sole responsibility of the Arbitrator shall be to determine whether or not cause existed for the termination of the Superintendent's Contract. In the event the Arbitrator determines the Board of Education did not have cause to terminate the Superintendent's Contract the Board of Education shall have the option, in its discretion, to either reinstate the Superintendent with back pay or pay the balance of this Contract without reinstating the Superintendent. Under no circumstances shall the Board of Education's liability for any termination of this Contract extend beyond the term of this Agreement and shall only be for the salary and benefits as provided for in this Agreement. The parties shall share equally the expenses of the Arbitration as charged by the American Arbitration Association and each party shall bear the cost of their own legal fees.

11. **Governing Law:** This Contract is governed by and shall be interpreted in accordance with the law of the State of Michigan.

12. **Entire Agreement:** This Agreement contains all promises and agreements between the parties and only those promises and agreements contained in this Contract shall be enforceable.

13. **Amendment:** This Agreement may only be amended or supplemented by a written Agreement between the parties which has been approved by the Board of Education and signed by the Board President.

WITNESSES:

Rose Ego

Nancy M. Acker

BOARD OF EDUCATION OF THE
MARYSVILLE PUBLIC SCHOOLS

By: Jim Palmateer

Its: President

James S. Cain
James S. Cain