

MANISTIQUE AREA SCHOOLS
Manistique, Michigan

Party of the Second Part

Date: December 19, 2011

Name: Kathleen M. McDonough

December 19, 2011 to June 30, 2012
Contract Period

Position: Superintendent of Schools

This Contract is made and entered into as of the 19th day of December, 2011 between the Board of Education of the Manistique Area School District, hereinafter referred to as the "Board of Education", and Kathleen M. McDonough, as Superintendent, hereinafter referred to as "Administrator".

WHEREAS, the Board of Education at a meeting held on the 19th day of December, 2011, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this Contract, and

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of the Contract;

NOW THEREFORE, in consideration of the mutual promises contained in this Contract, it is agreed between the parties, as follows:

1. TERM. This Contract shall take effect on the 19th day of December, 2011, and continue in force thereafter through the 30th day of June, 2012, subject to extension and termination as provided in Paragraphs 4 and 8.
2. DUTIES. This Administrator represents that she meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.

The Administrator agrees, during the period of this Contract, to faithfully perform the duties and obligations as Superintendent for the school district including, but not limited to, those duties required by the School Code of 1976, as amended. She will act as an advisor to the Board on matters pertaining to the administration of the School District, and she will inform the Board as to the effect, or cause to be affected, the policies and programs of the Board of Education as may be adopted from time to time, and in general, she will faithfully and diligently fulfill all the duties of the school system and the School District.

3. EVALUATION. The Board of Education shall review with the Administrator her performance as Superintendent at least annually and prior to December 31, using criteria established by the Board and an evaluation process mutually agreed upon by the Board and the Superintendent, in accordance with policies adopted by the Board.

4. EXTENSION. This Contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. Board Option. The Board of Education, no later than the 31st day of December of each year during the term of this Contract, may extend the date of expiration for one additional year consecutive to the current expiration date. In exercising this option, the Board of Education is also agreeing that the Salary for the Superintendent shall be negotiated for each subsequent year. All other terms and conditions of this Contract shall remain unchanged unless otherwise agreed upon in writing by both parties.

The Board of Education in its sole discretion and with just cause may decline to extend this Contract for an additional year.

B. Operation of Law. 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 Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of December.

5. TENURE. The Superintendent shall not be deemed to be granted continuing tenure in such capacity or any other administrative capacity, but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the Michigan Teacher Tenure Act.

6. COMPENSATION. The Board agrees to pay the Superintendent the following annual base salary amounts:

| | |
|-------------------------------|-------------------------|
| July 1, 2011 to June 30, 2012 | \$90,000 |
| December 19, 2011 | \$1500 One Time Stipend |

These amounts are payable in regular installments in accordance with the standard policies and procedures of the District.

7. BENEFITS. The Board agrees to grant the Superintendent twenty-five (25) vacation days on July 1 of each year. If the Board deems it necessary for the Administrator to lose contracted vacation time because of school-related job responsibilities, a maximum of ten (10) such days shall accumulate as vacation days for the immediate following fiscal year, or be paid off at the daily pay rate based on the number of days worked per year, at the discretion of the Administrator.

The Board agrees to afford the Administrator emergency and sick leave of absence granted under policies established by the Board of Education. Twenty-one (21) such days shall be provided annually, six (6) of which may be used as personal days. Unused paid leave days hereunder shall be accrued as accumulated sick leave to a maximum of 150 days for absence due to personal illness, family illness, bereavement or disability of Administrator. At the end of the fiscal year, unused sick leave days in excess of 150 shall be paid to the Administrator at 75% of her daily rate of pay, based on the number of days worked per year.

Upon layoff or termination of employment, after a minimum of nine (9) years of service in the district, the Administrator's accumulated sick leave shall be paid to her at the rate of 75 percent of her current daily rate. In the event of the Administrator's death, her beneficiary shall receive 75% payment of any accumulated sick leave.

The Administrator is entitled to the following specific benefits:

- (a) \$10,000.00 Cash in Lieu of Health Insurance
- (b) Delta Dental "Auto+008" Dental Plan;
- (c) Adult Ortho Rider;
- (d) MESSA VSP-3 Plus Vision Plan;
- (e) \$115,000 Additional Term Life Insurance with AD&D;
- (f) \$2,000 Dependent Life;
- (g) Long Term Disability ---
 - 66-2/3% - \$5,000 monthly maximum
 - 90 calendar days modified fill
 - Freeze on offsets
 - Alcoholism/drug addiction - 2 year
 - Mental/nervous - 2 year

The Board will contribute to a premium, for all insurances, not to exceed 90% of the premium cost during the term of this contract.

The Superintendent may use a school-owned vehicle, if available, while on school business. In the event that she must use her own vehicle for school business she will be reimbursed at the current IRS rate per mile.

8. TERMINATION. The Superintendent shall be subject to discharge for 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 shall have 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.

The Superintendent may terminate this Contract by giving the Board at least forty-five (45) days written notice. Such notice shall be delivered to the President or Secretary of the Board.

SPECIAL PROVISIONS

9. INSURANCE CLAUSE. In light of the unique nature of the professional duties of the Superintendent, the Board shall maintain, at no expense to her, insurance policies covering "errors and omissions" and general liability. Terms of the "errors and omissions" policy shall be the controlling factor regarding defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above "errors and omissions" and general liability coverage.

10. PROFESSIONAL GROWTH. The Superintendent may attend professional meetings, subject to prior Board approval, at the local and state levels, the reasonable and necessary expenses of said attendance to be paid by the District.

With prior approval of the Board of Education, the Superintendent may receive full or partial reimbursement of reasonable and necessary expenses incurred for academic university courses, which pertain to the professional growth and development of the Superintendent.

11. PROFESSIONAL DUES. The District shall pay the Association dues of the Superintendent for 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.

ADDENDUM
MANISTIQUE AREA SCHOOLS
SUPERINTENDENT CONTRACT

January 16, 2012

Contract Review Date: December 19, 2011

Wage Consideration: Freeze at initial contract wage and benefits as determined August 10, 2010.

One time \$1500 stipend to be paid in one lump sum at the payroll on January 20, 2012.

Language Change(s): Remove : Any "retro" language per new state requirements.
Addition: The Board will contribute to an annual premium for all insurances, not to exceed 90% of the premium cost during the term of this contract.
Addition: Paid holidays are in accordance with those listed in Administrative and Supervisory contracts.

Contract Extension: June 30, 2013

FOR THE BOARD OF EDUCATION

Neil Wood

Board President

Date: 1-16-12

Gerger Stark

Board Secretary

Date: 1-16-12

BY THE ADMINISTRATOR

Kathleen M. McDonough

Kathleen M. McDonough

Date: 1-16-12