

**EMPLOYMENT CONTRACT
SUPERINTENDENT OF SCHOOLS**

Dr. Patrick Bird

This contract establishes the employment agreement between the Board of Education of **Mattawan Consolidated School** (the Board) and **Dr. Patrick Bird** (the Superintendent.) The terms of the contract are provided below.

1. **Term.** The Superintendent is employed for a three (3) year period from July 1, 2011 through June 30, 2014, subject to extension, non-renewal and termination as provided in this contract.

2. **Certification.** The Superintendent shall furnish, and maintain for the duration of this contract current certification as may be required by law and by administrative rules of the Michigan Department of Education, now and/or in the future, for the position of superintendent of schools. Such certification(s) shall be maintained on file at the Central Administration offices. Failure to maintain and keep current all required certifications shall be sufficient cause for discharge under this agreement.

3. **Duties.** The Superintendent agrees to devote his full time and attention to the responsibilities of the position of superintendent of schools. The Superintendent agrees that he will perform those duties in a competent and professional manner in compliance with the laws, rules and regulations applicable to the school district, and in compliance with the instructions, policies, regulations and practices of the Board of Education. The Superintendent agrees that he will accept no outside employment without the prior written permission of the Board.

4. **Tenure Exclusion.** The Superintendent shall not acquire tenure in any administrative position, including superintendent, or in any other non-classroom or non-teaching position to which he may be assigned.

5. **Compensation for Services.**

A. The Superintendent's annualized salary for the 2011-2012 contract year shall be one hundred twenty-six thousand two-hundred and fifty dollars (\$126,250). This salary shall be paid in equal installments with the District's regular pay periods of twenty-six per year. The salary shall be adjusted for the 2012-2013 contract year and the 2013-2014 contract year with the amount to be determined by the Board, but in no event less than the previous year's salary.

B. The Superintendent shall receive contributions to a board-paid annuity in the amount equal to four percent (4%) of base salary for the contract year 2011-2012. Payments will be contributed in equal installments with the 26 regularly scheduled pay periods.

6. **Business Expenses.** The Board will reimburse the Superintendent for reasonable and necessary business-related expenses. Verification of the expenses shall be in the manner determined by the Board, or its designee.

7. **Transportation Allowance.** The Superintendent shall be provided an automobile allowance of two thousand five hundred dollars (\$2,500.00) for 2011-2012. This allowance will be paid in twenty-six (26) equal installments, with the regular paycheck. These payments will be treated as taxable income, but will not be considered compensation for retirement plan purposes. This amount may be adjusted for contract years 2012-2013 and 2013-2014. This allowance is intended to cover travel by the Superintendent within the general area of the school district. Travel required outside the school district shall be reimbursed at the prevailing rate of mileage in effect at the time of such travel.

8. **Professional Dues.** The Board will pay one hundred percent (100%) of the Superintendent's membership charges to professional, civic or educational organizations that may benefit the district, subject to pre-approval by the Board.

9. **Professional Growth of the Superintendent.** The Board encourages the continuing professional growth of the Superintendent through his participation in:

- A. Conferences, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the superintendent to perform his professional responsibilities for the school district.

The Board shall permit a reasonable amount of time for the Superintendent to attend to such professional matters and pay for the necessary registration fees, travel and subsistence expenses, as pre-approved by the Board, and in accordance with requirements of the Michigan School Code.

10. **Fringe Benefits.** The Superintendent shall receive such compensated and non-compensated leaves of absence, holiday periods, insurance benefits, and other similar fringe benefits which are equal to those granted by the Board to other certified administrators for the District pursuant to either board policy or any current bargaining agreement. For the 2011-2012 contract year, those benefits are summarized as follows:

- A. Vacation – up to 23 paid days per contract year; no accumulation.
- B. Sick leave – 12 days per contract year; may accumulate up to 127 days.
- C. Holidays – 9 paid days per contract year on designated days (July 4th; Labor Day; Thanksgiving; the day after Thanksgiving; Christmas Eve; Christmas; New Year's Eve; New Year's Day; Memorial Day)
- D. Insurance – Group health, dental, vision, LTD and life insurance consistent with the District's group insurance plan for its administrators. Superintendent will share in the cost of health, dental, vision and LTD at a cost of twenty percent (20%) of the premium.

- E. Tuition Reimbursement – \$125.00 per credit hour for approved course work related to the Superintendent’s position, limited 6 credits per year.
- F. Retirement – The Board recognizes that the Superintendent participates in the Member Investment Plan of the Michigan Public Schools Employees Retirement System. The Board shall pay annually to MPSERS the employee’s financial obligation to MIP for the current year. This shall be considered an employer pickup contribution of behalf of the employee in lieu of contributions by the employee within the meaning of IRS Code Section 414(h)(2). See Addendum to Employment Contract date July 27, 2010

These benefits shall be subject to and administered in accordance with any Board policy establishing the benefit for administrators, and any plan document describing the benefit and eligibility for the benefit. The Board does not pay for unused sick, vacation or other leave days upon separation from employment. The Superintendent shall maintain a record of the leave days used and report the use of leave days to the payroll clerk for proper processing.

11. **Evaluation.** The Board will evaluate the Superintendent annually on or before April 1 of each year. The Superintendent shall notify the Board annually, no later than the last board meeting in February, of the need to conduct this evaluation.

12. **Extension of Agreement.** The Board agrees, by April 1 of each contract year, to determine whether to extend the Superintendent’s contract for an additional contract year. The Superintendent shall place the issue of extension on the Board’s agenda for the last Board meeting in March. The contract may be extended by the affirmative vote of a majority of the then current Board members at that time. The compensation for the additional year may be set at that time or determined later in accordance with paragraph 5.A, above. The contract term will not be extended without the affirmative vote of a majority of the then current Board members. A satisfactory evaluation does not guarantee that the Board will extend the term of the contract.

13. **Termination.**

- A. **Involuntary.** The Board may, at any time, terminate this contract for just cause.
- B. **Voluntary.** The Superintendent and Board may terminate this contract at any time upon such terms as they find mutually agreeable. Such terms shall be reduced to writing and signed by both parties.
- C. **Non-Renewal.** Any non-renewal of this contract shall be in accordance with the requirements of the Michigan School Code as then in effect.

14. **Residency.** The Superintendent is encouraged to establish his residence within the boundaries of the Mattawan Consolidated School district.


15. **Liability Protection.** The Board shall maintain a professional liability insurance policy for the Superintendent when acting within the scope of his authority.

16. **Arbitration.** Any and all disputes between the parties regarding the application or enforcement of this contract, including any claims of illegal discrimination or violation of state or federal statutes or constitutions, shall be resolved through submission to binding arbitration. Any claim for arbitration must be made to the other party, in writing, within ninety (90) days of the alleged violation. If the parties are unable to mutually agree upon an arbitrator, the matter shall be referred to the American Arbitration Association and processed in accordance with its rules and procedures for labor arbitrations. Either party may have legal representation in the proceedings. The Superintendent and the Board shall split any fees of the arbitrator but shall otherwise bear their own expenses for the arbitration, except as the arbitrator may allocate them pursuant to an applicable statute. The arbitrator shall have the authority to interpret external law, if applicable, and award any relief available under such applicable law, including attorney fees if available. The arbitrator shall have the authority to set discovery guidelines and issue subpoenas for documents or witnesses as he/she deems appropriate. The decision of the arbitrator shall be final and binding on both parties, absent fraud, evident bias, or exceeding the granted authority. The award may be enforced in any court of competent jurisdiction.


17. **Complete Agreement.** This represents the complete agreement between the parties. There are no other agreements or understandings, oral or written, that induced the parties to enter this contract. Any modification of this contract must be made in writing and signed by the Board's authorized representative(s) and by the Superintendent.

**MATTAWAN CONSOLIDATED SCHOOL
BOARD OF EDUCATION**


Dated: 9/19/2011, 2011

By: 
President, Board of Education

Dated: 9/19/2011, 2011

By: 
Secretary, Board of Education

Dated: 8/29/11, 2011


Superintendent