

## WISD SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, entered into this **24th** day of **May, 2011**, between Washtenaw Intermediate School District Board of Education, hereinafter called "Board" and Scott Menzel, hereinafter called "Superintendent."

Witnesseth:

### **1. CONTRACT PERIOD**

The Board agrees to employ the Superintendent as Superintendent of Washtenaw Intermediate School District for the term of three (3) years from July 1, 2011 to and including June 30, 2014. The Board shall review this contract with the Superintendent annually, and shall, on or before June 30, of each year, take official action whether or not to extend the contract for an additional year and notify the Superintendent of its action, in writing.

### **2. DUTIES**

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendations to the Board on any subject under consideration by said Board.
- b. Attend each meeting of the Board, except Executive Sessions called for the purpose of discussion of the Superintendent's contract.
- c. Serve as an ex-officio member of each committee established by the Board.

The Superintendent shall have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District subject to the approval of the Board. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent subject to approval by the Board and the Board, individually and collectively, shall refer promptly criticisms, complaints, and suggestions that warrant the attention of the Superintendent for study and recommendation.

### **3. COMPENSATION**

**(Compensation is defined as all of the following: base salary and annuity.)**

The Board agrees to pay the Superintendent for his services during the first year of this contract as follows: base salary of \$155,000, plus a payment of \$20,000 toward the premium of a Board-paid IRS Section 403(b) annuity. Compensation for the second year shall be \$157,500 plus a payment of \$20,000, toward the premium of a Board-paid IRS Section 403(b) annuity, subject to a satisfactory evaluation by the Board and the compensation for the third year shall be the \$160,000, plus a payment of \$20,000, toward the

premium of a Board-paid IRS Section 403(b) annuity, subject to a satisfactory evaluation by the Board. Terms of the contract, salary, and fringe benefits will be reviewed annually and subject to revision by agreement of the parties, in writing.

#### **4. FRINGE BENEFITS**

In addition to the conditions (a-g) listed below, the Superintendent shall have all fringe benefits that are granted to non-affiliated personnel by the Board.

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

- a. The Superintendent shall be entitled to the same number of annual days specified in the non-affiliated personnel manual (20 days) at a time mutually agreeable to both parties. It shall not be cumulative for more than 30 days, except if he retires the accumulation shall be a maximum of 40 days.
- b. The Superintendent, if insurable, shall be provided with a term-life insurance policy with a face value of double his salary. (This term-life insurance shall be in lieu of, rather than in addition to, the life insurance provided to non-affiliated personnel.)
- c. The Board shall provide and maintain an automobile for the Superintendent's use. The Superintendent will comply with IRS regulations regarding personal use of the vehicle.
- d. The Board shall reimburse the Superintendent for other reasonable expenses, subject to approval by the Board President, incurred by the Superintendent in the performance of his duties. As part of the administrative expense and included in the general fund budget, the sum of \$2,000 may be used for expenses indirectly related to the Superintendent's position.
- e. The Superintendent shall submit to a biennial medical examination by a licensed physician, the cost to be paid by the Board. A statement certifying the medical competency of the Superintendent shall be given only to the Board President.
- f. In the event the life or safety of the Superintendent is threatened by reason of his official position, the Board shall pay the reasonable costs of providing suitable protection for the Superintendent and his family (i.e. security services, video camera, home security system).
- g. The Board shall pay professional dues incurred as a result of the Superintendent's membership in local, state and national professional organizations, to a maximum of five such organizations.

#### **5. EVALUATION**

At least once each fiscal year, the Board and Superintendent shall meet in closed executive session for the purpose of mutual evaluation of the performance of the Superintendent and expressing recommendations and observations on how such performance may be continually improved. The time and date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

**6. TERMINATION PROVISIONS**

The Superintendent shall be subject to discharge during the period covered by this contract for good and just cause only, and the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after 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.

The Superintendent is prohibited from engaging in behavior involving moral turpitude. The Board may void this contract if the administrator violates this provision.

This section of this contract does not apply to contract non-renewal pursuant to Section 1229 of the Revised School Code.

**7. TENURE**

The Superintendent shall not have tenure in that or any other administrative position.

**8. ANNUITY PROGRAM**

The Board, upon request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate to a tax-deferred annuity program of the Superintendent's choosing.

**9. PROFESSIONAL MEETINGS**

The Superintendent shall attend appropriate professional meetings at the local, state and national levels and shall be reimbursed for this expense in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

**10. HOLD HARMLESS/LIABILITY INSURANCE CLAUSE**

The Board agrees that it will indemnify, defend, and hold harmless the Superintendent pursuant to and in accordance with applicable statutes from civil claims, civil lawsuits, and other civil legal proceedings brought against the Superintendent, either in his individual capacity or as an employee or agent of the Board, provided that in connection with the incident giving rise to the claim, lawsuit, or legal proceeding, the Superintendent was acting during the course of his employment and within the scope of his authority, and the incident did not involve gross negligence by the Superintendent.

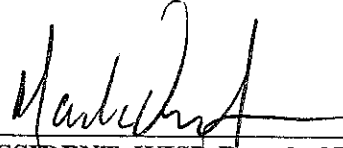
**11. OTHER PROVISIONS**

When the Superintendent is on vacation, leave, or away from the District performing official duties, he shall have the authority to appoint another Washtenaw Intermediate School District administrator to act in his behalf while he is away.

That a signed copy of this Contract must be returned to the Board of said School District within ten (10) days hereof, or this Contract shall be considered null and void.

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

NAME OF BOARD: Washtenaw Intermediate School District

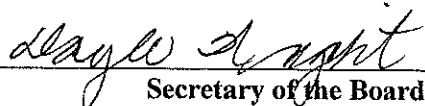
  
\_\_\_\_\_  
PRESIDENT, WISD Board of Education

5/24/11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Superintendent

5/24/11  
\_\_\_\_\_  
Date

This contract was approved by a vote of the Board at a public meeting on May 24, 2011, and has been made a part of its minutes.

  
\_\_\_\_\_  
Secretary of the Board

**ADDENDUM TO**  
**CONTRACT OF EMPLOYMENT**

Superintendent of Schools  
Scott Menzel


The Board of Education of the Washtenaw Intermediate School District (hereinafter "Board") and Scott Menzel (hereinafter "Superintendent") hereby enter into this Addendum to Contract of Employment for the purpose of amending the Contract of Employment between them, which covers the period commencing July 1, 2011 and ending on June 30, 2014. The aforementioned Contract of Employment is hereby amended as follows:

1. The expiration date of the aforementioned Contract of Employment is changed from June 30, 2014 to June 30, 2015.
2. Compensation for the fourth year of the contract (2014-2015) shall be \$162,500 plus a payment of \$20,000, toward the premium of a Board-paid IRS Section 403(b) annuity, subject to a satisfactory evaluation by the Board.
3. Unused vacation time in excess of the ten days that are permitted to be carried forward (Section 4.a. of the Contract) shall be paid out annually at the Superintendent's per diem rate of pay, up to a ten (10) day maximum. This provision includes any excess days accrued during the 2011-12 school year.
4. Section 4.d. is amended as follows: "The Board shall reimburse the Superintendent for other reasonable expenses, subject to approval by the Board President, incurred by the Superintendent in the performance of his duties. As part of the administrative expense and included in the general fund budget, the sum of \$3,000 may be used for expenses indirectly related to the Superintendent's position."

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set opposite their names.

Dated: July 10, 2012

**WASHTENAW INTERMEDIATE SCHOOL  
DISTRICT**

By:   
Its: President

Dated: July 10, 2012

**SUPERINTENDENT**

