Manton Consolidated Schools Superintendent's Contract 2012 - 2016

It is hereby agreed by and between the Board of Education of the Manton Consolidated Schools (hereinafter "Board") and J. Mark Parsons (hereinafter "Superintendent") that pursuant to Section 247 of the School Code of the State of Michigan, the Board in accordance with its action found in the minutes of the meeting held on March 14, 2011 has and does employ the said Superintendent for a three year period commencing on July 1, 2011 and ending June 30, 2014 according to the terms and conditions as described below.

Provided, that the Board will notify the Superintendent by March 30, 2012 or before, if this contract will be extended at its expiration on June 30, 2014. If an offer on contract extension is made, the Board shall identify, the duration and other terms of the proposed extension.

Witnesseth

- 1. <u>Term.</u> The contract will be a three year contract and shall take effect on First day of July 2011, and continue in force thereafter through the thirtieth day of June 2014.
- 2. <u>Duties.</u> The Superintendent agrees to perform assigned duties 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.
- 3. <u>Evaluation.</u> The Board shall provide the Superintendent in September, January, and April opportunities to discuss Superintendent-Board relationships and shall perform in writing at least annually, an evaluation of the Superintendent's performance.
- 4. <u>Leaves of Absence.</u> The Superintendent shall receive twelve (12) days of sick leave annually. Earned sick leave shall be cumulative or as provided by the state law or by the Board rules and regulations. The Superintendent shall receive three (3) days per year for personal business use. Unused personal business days shall accumulate as sick days. The Superintendent shall receive thirteen (13) holidays as established by the Board. The Superintendent shall receive twenty-five days of vacation per year and may carry over days as approved by the board.

Holidays

Central Office members are eligible for all holidays awarded under the Manton Education Association/MEA Contract.

❖ New Year's Day

- ❖ MLK (if not a scheduled certified staff day)
- President's Day
- Good Friday
- Memorial Day
- Fourth of July (for twelve month employees)
- Friday before Labor Day
- Labor Day
- Opening Day of Deer Season
- Thanksgiving Day and the day after
- Christmas Eve Day
- Christmas Day
- ❖ New Year's Eve Day
- 5. <u>Tenure Exclusion.</u> This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other position in the district.
- 6. <u>Compensation</u>. The salary will be \$102,034 for the 2012 2013 school year. Up to five unused days of vacation can be reimbursed annually in July. 100% of unused sick days will be reimbursed at the substitute teacher rate upon employment separation from the school district. Further the Superintendent will be entiltled to severance pay equal to 100% of the unused vacation pay at his/her current daily rate with a maximum of 15 days.
- 7. <u>Annuity.</u> The Superintendent will be given a board paid annuity to be deposited in an approved 403(b) Plan of \$4,000 per year after three years. The annuity will begin at \$1,333.33 and increase by that amount for three years. The annuity for the 2008-2009 school year will be \$2,666.66. The annuity for the 2009-2010 school year and forward will be \$4,000.
- 8. <u>Tuition Reimbursement.</u> The Board will reimburse tuition costs for up to six hours of Education related graduate credit annually.
- 9. <u>Professional Dues.</u> The Board will provide professional association dues to local, state, and national education related associations for the Superintendent.
- 10. <u>Conferences.</u> The Board will encourage participation in state Education related conferences on an ongoing basis and will allow for one national conference every other year, subject to board approval in advance of such national conference.

11. Benefits.

The Board will provide Plan B, Dental, Vision, and Long Term Disability Insurance (LTD would begin at 30 days) for the Superintendent at the same rate as the Central Office Staff. The Board shall provide for \$100,000 in paid term life insurance for the Superintendent.

12. Other Compensation for Services Rendered

The amounts in this section are added to the base salary as noted in Section 6 annually, but are not cumulative. The base salary shall increase for the following year by only the amount listed in Section 6.

- A) The Board shall grant for services rendered an additional \$ 11,520 that shall be added to the superintendent's annual salary.
- 13. <u>Travel.</u> The Board shall provide \$350 per month in automobile allowance to provide for Superintendent travel expenses.
- 14. <u>Moving Allowance.</u> The Superintendent may be reimbursed up to \$2,500 for related moving expenses if the Superintendent resides in the district and submits appropriate receipts.
- 15. <u>Resident Stipend.</u> If the Superintendent resides in the District he/she will receive an additional \$2,000 to his/her base salary. This reimbursement is not retroactive.
- 16. Special Provisions. The Superintendent shall be subject to discharge during the term of this contract for proper and stated cause, including, but not limited to, an act of moral turpitude, misconduct, theft, fraud, gross insubordination, conviction of a crime (misdemeanor or felony) or any material breach of the Superintendent's obligation under this contract, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has had an opportunity for a fair hearing before the Board within ten (10) days notice in writing. Such hearing shall be public or private at the option of the Superintendent. At such hearing, the Superintendent may have legal counsel at his own expense.

The district agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits and actions, and legal proceedings brought against the Superintendent in his individual and official capacity as agent and employee of the District, provided the incident arose within the scope of his employment, and excluding criminal litigations. The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payments of judgments resulting from functioning as Superintendent, and will reimburse him 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, suit actions, and legal proceedings.

Harold Kibbe, President, Manton Consolidated Schools Board of Education.
Richard Harmon, Secretary, Manton Consolidated Schools Board of Education
J. Mark Parsons, Superintendent, Manton Consolidated Schools