

## SUPERINTENDENT AGREEMENT

This agreement made and entered into by and between the Board of Education of the Superior Central School District and John W. Peterson.

**WHEREAS**, the Board intends to employ Mr. Peterson in its school district as its Superintendent: and

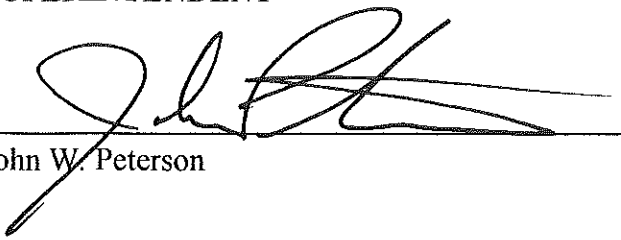
**WHEREAS**, Mr. Peterson possessed the qualifications required under the laws of the State of Michigan,

**NOW, THEREFORE**, it is agreed between the parties as follows:

1. **Term of Contract.** The board agrees to employ Mr. Peterson as Superintendent for the period from August 6, 2012 through June 30, 2014.
2. **Duties.** Mr. Peterson agrees to perform faithfully and at a professional level of competence during the term of this Agreement, the services, duties and obligations of the position of Superintendent, whether required by this Agreement, the laws of this State, or the rules, regulations, and policies of the Board, as well as those duties which are directed by the Board of Education, all of which may be modified and changed from time to time. The parties have employed Mr. Peterson to perform the duties of Superintendent on less than a full time basis, but Mr. Peterson will be expected to fully perform the duties of the position. It is anticipated that Mr. Peterson will normally work on behalf of the District two (2) to three (3) days each week when school is in session and at Board of Education meetings, but Mr. Peterson will make himself available as necessary to perform required functions, to answer questions by telephone, e-mail and facsimile and to attend necessary meetings.
3. **Professional Certification.** Mr. Peterson represents that he holds all certificates and other qualifications required by law for his administrative assignment and understands that it is his responsibility to maintain all such required certificates during the life of this contract or it shall become null and void and he agrees to file with the Board such certificates and an official transcript of academic credit within two months of the commencement of his service under this contract.
4. **Compensation.** The Board agrees to pay Mr. Peterson an annual salary in the amount of thirty-five thousand (\$35,000) dollars. The salary payments shall be payable in a manner consistent with the District's normal payroll practices.

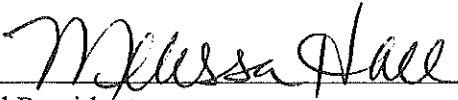
5. **Professional Standards.** The Superintendent is encouraged to maintain professional standards by participation in local and state programs, seminars, organizations and conventions, provided such participation can be reasonably expected to benefit the school district and students. Attendance fees at said meetings will be paid by the District within budgetary constraints. The District shall pay association dues for organizations requested by the Superintendent upon prior approval by the board.
6. **Travel and other Expenses.** Mr. Peterson shall be reimbursed for travel expenses in connection with school related business at the IRS mileage rate, not to include mileage to and from work. Other expenses for which reimbursement is sought shall be those receiving approval by the Board.
7. **Liability Insurance and Indemnification.** The Board agrees to provide and maintain liability and errors and omissions insurance coverage for the Superintendent. The Board will indemnify, defend, and save harmless the Superintendent from all claims, suits, and proceedings brought against the Superintendent for those acts or omissions which are not intentionally tortuous, within the scope of employment, so far as such protection is lawfully authorized.
8. **Complete Agreement.** This Agreement constitutes a complete expression of the terms of the employment contract between the Board and the Superintendent, and there are no other oral or written agreements or understanding between the parties concerning or affecting this employment relationship. This agreement shall only be modified or amended by subsequent written agreement signed by the Board and the Superintendent.
9. **Outside Activities.** The Superintendent may undertake other obligations that do not conflict with the time or purpose of his employment at Superior Central School District.
10. **Exclusion of Tenure.** The execution of this Agreement shall not be deemed to Grant the Superintendent any continuing tenure rights and it is expressly understood that the Superintendent shall not be eligible for continuing tenure in the Superintendent's position established by this contract of employment or in any other administrative position.
11. **Termination prior to end of Contract.** This contract is terminable by either party without cause during its term by providing written notice to the other party at least 90 days prior to the effective date of the termination.
12. **Evaluation.** Each school year the Board of Education will complete an annual written evaluation of the Superintendent and consider possible contract revisions.

**SUPERINTENDENT**

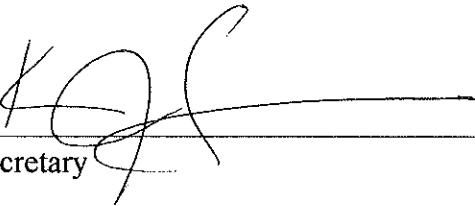
  
\_\_\_\_\_  
John W. Peterson

Dated: 8/20/12

**THE BOARD OF EDUCATION OF THE SUPERIOR CENTRAL SCHOOL DISTRICT**

BY:   
\_\_\_\_\_  
Board President

Dated: 8/20/12

BY:   
\_\_\_\_\_  
Board Secretary

Dated: 8/20/12