

EMPLOYMENT AGREEMENT
SUPERINTENDENT OF SCHOOLS
MANCELONA PUBLIC SCHOOLS

THIS CONTRACT, entered into this 13th day of March , 2012, between the Board of Education, hereinafter called the "Board" and Jeffery DiRosa, hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the School District including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ Jeffery DiRosa as Superintendent of its schools for the term of 4 years, from. July 1, 2012 to and including June 30, 2016.

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year at 1.1% increase in base compensation from the previous year.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity but will be eligible for continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

5. PROFESSIONAL LIABILITY

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

6. PROFESSIONAL GROWTH/PROFESSIONAL DUES

The Superintendent shall be permitted to attend, with his reasonable expenses paid by the Board of Education, professional conventions, meetings and conferences of a type uniformly attended by persons holding similar positions in other school districts. The Superintendent agrees to notify the president of the Board, in advance, of his intention to participate in any such functions, and understands that his right to attend the same are at all times subject to the approval of the Board. The Board agrees to pay the cost of National, State and local association dues.

7. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- Health, dental, vision and long-term disability insurance provided other administrative employees.
- Term life insurance in the amount of \$160,000.
- Sick days: Beginning bank of 25 days. Bank remains until annual days reach 25, then increase by 12 per year. To be accumulated up to 150 days.
- Long Term Disability: The Superintendent will utilize available unused sick leave and the Board will provide the balance of days for the Superintendent to qualify for long-term disability.
- 25 vacation days per year. These shall be in addition to the holidays recognized by the District.
- 2 personal days per year.
- 4 days of bereavement leave not to be deducted from sick leave.

8. COMPENSATION

The Board agrees to pay the Superintendent for his/her services during each year of said contract in 26 equal installments. Compensation for this service as district Superintendent shall so include the aforementioned components:

- A. Base compensation for 2012-2013 shall be \$106,600.
- B. Base compensation for 2013-2014 shall be \$106,600 plus Longevity
- C. Base compensation for 2014-2015 shall be \$106,600 plus Longevity
- D. Base compensation for 2015-2016 will be determined by the Board by March 31, 2015
- E. 7% of the base compensation will be the annual employer contribution into the 403(b) of his choosing payable in twelve monthly payments.

F. Longevity Payment

To maintain continuity of leadership in the district, the Board shall provide an employment incentive to the Superintendent. If the Superintendent remains employed and in good standing through the 2012-2013 school year, he shall receive the amount of \$5000.00, payable on June 30, 2013. This amount shall be added to his annual compensation commencing with the 2013-2014 school year.

9. TRANSPORTATION

The Board shall provide the Superintendent with a monthly automobile allowance of \$225.00.

10. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/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, he/she may have legal counsel at his/her own expense.

11. PROFESSIONAL GROWTH

An education allowance with a fifty percent (50%) tuition reimbursement is available to the Superintendent.

12. PAYMENT IN LIEU OF HEALTH INSURANCE

In the event the Superintendent elects not to receive health insurance, he/she shall receive additional compensation equal to the single subscriber rate of insurance to be placed in a 403(b)(7) of his/her choosing and MESSA Pak B. If health insurance is received, it will be equal to the package offered to other administrators in the District. If cost containment is negotiated with the Association regarding MESSA Pak A or if another package is negotiated, the superintendent will accept same.

13. PAYMENT FOR UNUSED VACATION

The Superintendent shall be paid on a per diem basis for unused vacation days. No more than 12 days will be paid per year without prior Board approval. Payment is to be made with the last pay in June.

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

By Thomas Ross, Board President

By Kim Musselman, Board Secretary

By Jeffery Hill, Superintendent