

**ST. JOSEPH PUBLIC SCHOOLS
ST. JOSEPH, MICHIGAN
CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS**

This Agreement is made and entered into this 25th day of June 2012 at St. Joseph, Michigan, by and between the Board of Education of the St. Joseph Public Schools (hereinafter the "Board") and ANN CARDON (hereinafter the "Superintendent").


The parties hereto agree as follows:

1. Period of Employment: The Board hereby agrees to employ ANN CARDON as Superintendent of the St. Joseph Public Schools for a term beginning on the date above and running through June 30, 2015, unless terminated as provided herein and subject to the conditions contained in this Agreement. Nothing contained herein shall be construed to automatically reappoint, rehire or extend the contract of the Superintendent beyond the termination date stated in this Agreement.
2. Acceptance of Employment: The Superintendent hereby agrees to accept employment for the term of this contract and represents to the Board that she holds all certificates and credentials required by law and the Board necessary to hold and maintain this administrative position. The Superintendent agrees to perform the duties of this position in a competent and professional manner subject to the rules and policies of the St. Joseph Public Schools and the laws and regulations of the State of Michigan. She will act as an advisor to the Board on all matters pertaining to school administration or the School District, and she will inform the Board of all significant administrative or other issues pertaining to the School District as is needed and appropriate. Superintendent will faithfully and diligently fulfill all the duties and obligations incumbent upon her as the executive head of the School District. The Superintendent agrees to devote full time to the duties of the Superintendent. However, upon appropriate notice and discussion, the Board may permit the Superintendent to serve as a paid consultant, writer or instructor, as she deems acceptable, providing that those external activities do not interfere with, or are inconsistent with, the administrative function or mission of the Superintendent or the School District.
3. Salary: The Board agrees to pay the Superintendent a salary in bi-weekly equal installments until the termination of this agreement. The annual salary per annum shall be ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 (\$125,000.00) DOLLARS, which salary shall be prorated from the commencement date of this contract until its termination.
4. Fringe Benefits: The Board will provide the Superintendent with the following benefits:
 - a. A Medical insurance plan shall be provided on the same basis as provided to the District's administrative team and in compliance with state law and Board policy. Alternatively, the Superintendent may choose cash-in-lieu of health insurance in an amount equal to Eleven Thousand and 00/100 (\$11,000.00) Dollars, per year.

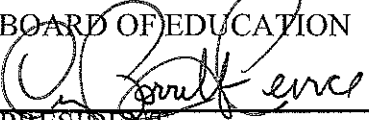
- b. Access to standard St. Joseph Public Schools Vision/Dental programs at the Superintendent's cost.
 - c. Standard St. Joseph Public Schools Long Term Disability plan.
 - d. Life insurance in the amount of one and one-half times (1 1/2) the Superintendent's annual salary consistent with Board Policy.
 - e. Sick Leave in the amount of 30 days upon beginning employment and an additional 15 days per year; accumulating to a maximum of 90 days total; to be used as defined in Board Policy.
 - f. Five (5) weeks of paid vacation per year at a time mutually agreeable between the parties, such unused vacation accumulating to a total of ten (10) weeks maximum. Upon termination of employment with District, the Superintendent shall be reimbursed for unused vacation at the rate of 1/260th of her annual salary for each unused vacation day.
 - g. The reasonable dues and fees necessary to support the Superintendent's membership in national, state and local educational and civic organizations as deemed appropriate by the parties for the Superintendent's role as educational leader of the Public Schools; including the reasonable and necessary expenses attendant to her participation in professional meetings at the various levels upon appropriate notice to and approval of the Board or its President.
 - h. The Superintendent shall be provided a monthly automobile allowance of \$450 for use of her personal automobile in fulfilling the Superintendent's responsibilities within the district. Reimbursement for necessary business travel outside the district shall be at the current rate per mile established by the Internal Revenue Service.
 - i. Annually the District will contribute \$3,250.00 to Ms. Cardon's deferred annuity program as directed by her advisors.
5. Incentive Performance Awards: On an annual basis the Board of Education will determine with the Superintendent specific goals for the Superintendent's performance. If the Superintendent achieves these goals, in the opinion of the Board, she will be entitled to payment of a one-time lump sum award as designated below:
- | | |
|--------------------------|------------|
| Contract Year 2012-2013: | \$2,500.00 |
| Contract Year 2013-2014: | \$4,000.00 |
| Contract Year 2014-2015: | \$5,000.00 |
- The Superintendent's goals for Contract Year 2012-2013 shall be: a) Complete K-12 Common Assessments; b) Complete Curriculum Maps K-12; and c) Fully implement new Teacher Evaluation System.
6. Moving Assistance: During Contract Year 2012-2013 only, the Superintendent will be granted assistance in her move to the St. Joseph District up to a maximum of \$5,000. These funds are to be used for normal relocation expenses as defined by the IRS.

7. Mid-Term Amendment: If during the term of this Agreement the Board of Education determines that its financial situation allows modifications to the Superintendent's Salary or Benefits (as set forth in Paragraphs 3, 4 and 5), the parties will negotiate those potential changes in good faith to mutual agreement.
8. Non-Tenure: It is mutually understood and agreed that this contract does not confer tenure on the Superintendent in the above described position or in any other administrative or non-administrative position in the St. Joseph Public Schools and any such tenure is expressly denied.
9. Termination of Contract Before Expiration of Term: Although this contract is for a term of three years, it may be terminated before its expiration date upon the happening of any of the following:
- a. JUST CAUSE. The Superintendent shall be subject to discharge at any time for good and just cause. If the Board decides to discharge the Superintendent for just cause, she shall have such rights to due process as the law may then require.
 - b. DISABILITY. The Board may terminate this contract by written notice to the Superintendent at any time after she has exhausted her accumulated sick leave and such other leave as may be available and has been absent from her position for whatever reason for a period of six (6) months.
 - c. NO CAUSE. The Board may choose to terminate this contract before its expiration without cause, provided that the Board serves notice on the Superintendent of its intent to terminate her services not less than one hundred and sixty (160) days prior to the date of termination.
- 10 Agreement: This agreement shall be effective as of June 25, 2012, and shall not affect any employment agreement in effect for services preceding that date.

IN WITNESS THEREOF, the Parties hereto have executed this contract, both having and exercising their respective authority:

SUPERINTENDENT

 ANN CARDON

5-25-12
 DATE

BOARD OF EDUCATION

 PRESIDENT

6-4-2012
 DATE

Denise C. Reeves
 SECRETARY

6-4-2012
 DATE