

# Boyne City Public Schools Superintendent's Contract

---

This contract entered into this first day of July 2012, between the Boyne City Board of Education, hereinafter called the "Board" and Peter Moss, herein called "Superintendent".

## WITNESSETH

### 1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such a 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 of the School District, and he will inform the Board as to the 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 duties and obligations incumbent upon him as the executive head of the administrative sections of the school system and the Boyne City Public School District.

### 2. TERMS

The Board agrees to employ Peter Moss as superintendent of its schools for the term of two (2) years from July 1, 2012 to June 30, 2014.

The Board shall review this contract with the superintendent annually, and shall, on or before February 28 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 extended for another 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 shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan 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 Boyne City Public Schools District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation. 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 expenses, 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 and legal proceedings.

### 6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local and state levels, the expenses of said attendance to be paid by the district. The Superintendent may attend national conferences upon prior approval of the Board.

### 7. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators, the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.

## 8. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in equal installments agreed to by the parties. Salary compensation for the school year 2012-2014 shall be \$109,500.00 (One Hundred Nine Thousand Five Hundred) yearly. The salary compensation increase for the 2012-2014 school year shall be commensurate with other employee groups.

The superintendent shall also receive as compensation for 2012-2014, a Tax Shelter Annuity in an amount equal to 5% of the annual salary. The Tax Sheltered Annuity compensation for 2012-2014, shall be equal to 5% of said salary for each year.

## 9. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- 1) Health, dental, vision and long term disability insurance provided other administrative employees.
- 2) Group Term Life Insurance for \$200,000.00 for the Superintendent and dependant coverage.
- 3) Fourteen (14) sick days per year to accumulated without limit and reimbursed upon retirement or resignation from the district, at a rate commensurate with other district employees.
- 4) Two (2) personal days per year
- 5) Fifteen (15) vacation days in with a limit of 5 carried over per year and reimbursed at the per diem rate upon retirement or resignation from the district as other district employees.
- 6) These days shall be in addition to the holidays and breaks recognized by the District in the teacher's Master Agreement.
- 7) Five (5) days of bereavement leave per death in the superintendent's immediate family or the spouse's family not to be deducted from sick leave. (The immediate is considered to the spouse, child, step-child, parent, grandparent, grandchild, brother or sister, significant other or other relative living in the household).

## 10. TRANSPORTATION

The Board agrees to reimburse the Superintendent for mileage costs incurred while performing the duties of the Superintendent position at the rate set by the Board.

## 11. TERMINATION PROVISIONS

The superintendent shall be subject to discharge for good and just cause, 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 shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearings shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.

## 12. BREACH

In the event of a breach of contract on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

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

By \_\_\_\_\_ Date \_\_\_\_\_  
Board President

By \_\_\_\_\_ Date \_\_\_\_\_  
Superintendent

By \_\_\_\_\_ Date \_\_\_\_\_  
Witness