

# Contract of Employment

## Superintendent

It is hereby mutually agreed by and between the Escanaba Area Board of Education (hereinafter Board) and **Michele Lemire** (hereinafter Superintendent) that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said **Michele Lemire** as Superintendent from **July 1, 2011 to June 30, 2014**, according to the terms and conditions as described and set forth herein as follows:

### DUTIES:

1. The Superintendent shall perform the duties of Superintendent as prescribed by the Revised School Code of the State of Michigan and by the rules and regulations of the State Board of Education and may be established, modified and/or amended from time to time by the Board.
2. The Superintendent shall serve as Chief Executive Officer and Chief Administrative Officer of the Board. She shall be entitled to:
  - a. Present her recommendations to the Board on any subject under consideration by said Board;
  - b. Attend each meeting of the Board;
  - c. Serve as an ex-officio member of each committee established by the Board.
3. The Superintendent may reorganize and arrange the administrative and supervisory staff, subject to the approval of the Board.
4. Superintendent agrees during the period of this contract to faithfully perform her duties and obligations in such capacities for the school district including, but not limited to, those duties required by the School Code and Board.

### BOARD-SUPERINTENDENT WORKING RELATIONSHIP:

The Board, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its/their attention to the Superintendent for study and recommendation, and shall refrain from individual interference with the administration of school policies, except through Board action.

In addition to directing all criticisms, complaints, and suggestions concerning the District or any of its personnel directly to the Superintendent as set forth above, the Board agrees it shall work with the Superintendent in the spirit of cooperation and teamwork, and shall provide the Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by the majority of the Board or by the Superintendent, an outside advisor will be mutually selected by the Board and Superintendent, and shall be paid for by the District, to facilitate discussion of the

relationship of the Board and Superintendent and other governance procedures, in advance of the best interests of the District.

**QUALIFICATIONS:**

Superintendent represents that she possesses, holds, maintains, and will maintain all certificates, credentials, and qualifications required by law to serve in the position of Superintendent. If, at any time, the Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent as required herein, this contract shall automatically terminate and the Board shall have no further obligations herein.

**EVALUATION:**

The evaluation of the Superintendent shall be conducted annually and presented to the Superintendent no later than March 31<sup>st</sup> of each year during the term of this contract. The Board shall review with the Superintendent her performance using a mutually agreed upon format and/or evaluation instrument. The Superintendent shall remind the Board of this responsibility in a timely manner.

The Board, upon an annual satisfactory evaluation, will provide deferred performance and retention compensation to be paid each subsequent contract year. As per Section 1250 of the revised school code, this compensation will qualify as "merit pay" and shall be provided as follows:

- Exceeds goals = 1.25% of base salary to be paid in the following school year
- Meets goals = 1.00% of base salary to be paid in the following school year
- Progressing toward goals = .75% of base salary to be paid in the following school year
- Did not meet goals = 0%

For the years 2012-2013, 2013-2014, the same deferred performance and retention compensation language will apply.

**EXTENSION:**

The Board shall review this contract with the Superintendent annually, and shall, on or before March 31<sup>st</sup> of each year of 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. In the event the contract is extended, a new document shall be prepared, inclusive of the new dates of employment and shall require new signatures by the Superintendent and Board. Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days prior to June 30<sup>th</sup> of the current contract year, this contract will, without further action, be automatically renewed for an additional one-year period as provided by the Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

**TENURE EXCLUSION:**

Superintendent agrees that she shall not be deemed to be granted continuing tenure in the position of Superintendent by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

### **COMPENSATION:**

Superintendent shall be paid an annual salary of not less than \$ 121,200 for the 2011/2012 school year in consideration of her performance of the duties and responsibilities of the position of Superintendent in conformance with the requirements and expectations of the Board as set forth herein. (This dollar amount reflects the base salary of \$120,000 plus the 1% (\$1,200) earned from the previous year's successful performance evaluation.) The annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve (12) month period July 1-June 30. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by the Administrator and the Board shall become a part of this contract. For any future increase, the total amount of the increase shall be paid in equal payments beginning with the first payroll after the increase is approved by the Board through the final payroll of the fiscal year; i.e., and increase in December will be paid in equal payments January through June.

In the event the Superintendent is hired at a time other than July 1, the salary, corresponding reference to bi-weekly installments, vacation time, and any fringe benefits shall be prorated over the remaining time in the contract year to reflect the proportional time of employment for the Superintendent.

### **BENEFITS:**

**Insurance:** Board will provide health insurance (MESSA Choices II with \$500/\$1000 In-Network; \$1000/\$2000 Out of Network Deductible; \$20 Office Visit/\$25 Urgent Care/\$50 Emergency Room Co-payment Option; and Saver Rx Prescription Drug Coverage); dental insurance (Delta Dental Plan E with orthodontic rider, 0-7), and vision insurance (MESSA Vision Care 3-VSP). Board will pay 80% of insurance costs with the superintendent paying 20% of the insurance costs. The Board will pay 80% of the \$500/\$1000 deductible into a flexible spending account for the superintendent. The Board will pay 100% of term life insurance to age 70 in the amount of \$100,000. Annuities in lieu of health care for 2011/2012 shall remain the same as 2010/2011: SS \$274.28, ES/EC \$96.61; No Health \$567.10.

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third part administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by any underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the board may request release of medical information necessary to determine if the Administrator is capable of performing the duties required in her assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the board certifying to the physical fitness and mental capacity of the Superintendent to perform her duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

**Vacation Time:** Superintendent is employed for a period of July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of Twenty (20) days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available and Superintendent shall not receive any additional compensation in lieu of use of vacation days without express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

**Non-duty days:** "Act of God Days" and vacation days contained in the negotiated school calendar (start of school to end of school) shall be considered non-duty days for the Superintendent. In addition, July 4 and Labor Day shall be non-duty days.

**Personal illness or disability days:** If a Superintendent is absent from duty on account of personal illness or disability including absences due to maternity, or because of death or illness in their immediate family, she shall be allowed full pay for a total of sixteen and one-half (16.5) days per contract year. These days shall accumulate to a maximum of 240 days inclusive of the current year. The term "immediate family" shall include the following: husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents,

and grandchildren. The Superintendent shall be eligible for leave pursuant to the Family Medical Leave Act and its regulations promulgated thereunder.

**Personal Leave:** The superintendent shall be eligible for four (4) days of leave time, for the purposes of conducting business of a personal nature. Unused days shall not be carried over to the next contract year, or compensated for in any manner.

**Terminal Leave:** Should the Superintendent leave the district for any reason (other than termination for cause), the Superintendent shall be paid a terminal leave payment as follows:

Multiply the number of unused sick days (Maximum 240 x 75%) of the current per diem contract rate. The number of contract days to be used in this calculation shall be Two Hundred Forty (240). In the event of the death of the Superintendent, the terminal leave payment shall be paid to the designated beneficiary.

**Early Retirement:** If the Superintendent retires from the district after serving a minimum of ten years service, and meets the criteria for retirement as defined by MPERS, the district shall pay the Superintendent \$150 per month through the month of the 62<sup>nd</sup> birthday, not to exceed a maximum of seven (7) years. In the event of death of the administrator, the early retirement payment shall be paid to the designated beneficiary. The Superintendent shall provide to the district a waiver and release of liability.

**Travel Expenses:** Superintendent shall be eligible for travel, meals, and lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with the direction of the Board. Mileage shall be at the IRS rate.

**Professional Development:** The Superintendent shall attend appropriate professional meetings and conferences at the local, state, and national levels (National-with Board approval) and shall be reimbursed for her expenses in connection therewith and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. The Board shall pay the dues of the Superintendent for membership in State and National professional organizations, for up to three memberships in any one (1) year.

**Annuity Program:** The Board shall make provisions for the Administrator to contribute (payroll deduction) to any tax-sheltered program of the Superintendent's choice. In addition, the district shall allow the Superintendent to select an annuity contribution in lieu of the district's health care contribution. Said contribution shall be limited to the rate established for all district employees who participate in this option. Any tax liability resulting from participation in an annuity plan shall be the sole responsibility of the Superintendent. The board shall be held harmless and indemnified with respect to any

taxes due plus interest and penalties, if any, arising from the Administrator's participation.

**Hold Harmless:** The Board shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in her individual capacity or in her official capacity as an agent and employee of the District unless there is a finding of criminal action, actual fraud, corruption, or actual malice by the Superintendent.

#### **TERMINATION:**

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, but the Board shall not arbitrarily and capriciously dismiss her. No discharge shall be effective until written charges have been served upon her, and 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, she may have legal counsel at her own expense.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the board of Education and is subject to Section 1229 of the Revised School Code. MCL 380.1229.

#### **DISPUTE RESOLUTION:**

In the event of any dispute between the parties including, but not limited to, non-renewal or discharge of Superintendent during the term of this Contract, the parties hereby agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties intend that this process of dispute resolution shall be inclusive of all contract and statutory claims advanced by Superintendent arising from Superintendent's discharge during the term of this Contract, non-renewal or other alleged violations, claims of unlawful discrimination and all claims for damages or other relief. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and Administrator. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within ninety (90) days of the effective date of Superintendent's discharge, non-renewal, or alleged violation. The parties are entitled to have legal or other representation of their own designation, and each party shall be responsible for its own costs incurred in connection with such representation. The Decision and Award of the

arbitrator shall be final and binding and judgment thereon may be entered in the County Circuit Court.

This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts, or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and by the Board. No valid waiver of any provision of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

If any provision of this agreement becomes, or is declared by a court of competent jurisdiction to be, illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.

**IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.**

Date: 10/27/2011 Superintendent: Michelle B. Semu

**Escanaba Board of Education**

Date: 7/1/2011 President: Cory Kunderb

Date: 7/1/2011 Secretary: Nicole D. Dyer

