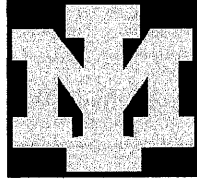


SUPERINTENDENT'S EMPLOYMENT CONTRACT BETWEEN

TOM JAYNE

AND BOARD OF EDUCATION OF THE IRON MOUNTAIN PUBLIC SCHOOL DISTRICT



This contract is made and entered into as of the 1st day of July, 2011, between the Board of Education of the Iron Mountain Public School District, hereinafter referred to as the "Board of Education", and Tom Jayne, as Superintendent, hereinafter referred to as "Administrator".

WHEREAS, the Board of Education at a meeting held on the 9TH day of May, 2011 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract;

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM**: The Board of Education agrees to employ Tom Jayne as Superintendent of its schools for the term of one (1) year from July 1, 2011 to and including June 30, 2012.
2. **DUTIES**: The Superintendent agrees, during the period of his contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by Section 132 of the School Code of 1976, as amended and duties and obligations required by Board Policy - 1230 (Responsibilities of the Superintendent). He will act as an advisor to the Board of Education on matters pertaining to the school administration or the School District, and he will inform the Board of Education 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. The Superintendent position will include completion of the consolidated grant application for the Title I and Title II programs. He will also be responsible for the monitoring of these programs.*

**Does not include direct supervision of teachers.*

3. **EVALUATION**: The Board of Education shall evaluate the Superintendent, at least annually, but no later than the 1st day of March of each year during the term of this contract, using a criteria and an evaluation process stated in Board Policy - 1240 (Evaluation of the Superintendent). If mutual agreement cannot be reached, the Board of Education shall proceed with the Superintendent's evaluation using criteria that include the district's attainment of the goals adopted by the Board of Education, the Superintendent's completion of personal job goals that have been established, the manner in which day-to-day operations of the district are handled. Student growth data shall be a significant factor. Board/Superintendent relations, staff community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for the position. The criteria and process adopted by the Board of Education should be communicated in advance to the Superintendent.
4. **TENURE**: Tenure in any administrative or non-classroom position is denied.
5. **PROFESSIONAL LIABILITY**: District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent 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. The Board of Education 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 that the Board of Education considers reasonable and appropriate, requiring Board of Education approval. In no case will individual Board of Education members be considered personally liable for indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.
6. **PROFESSIONAL GROWTH**: The Superintendent may attend professional meetings at the local, state, and national levels, the expenses of said attendance to be paid by the District. Meetings at the state and national level must be pre-approved by the Board of Education.
7. **MEDICAL EXAMINATION**: The Board of Education may require, at District expense, a medical examination upon mutual agreement of the Board of Education and Superintendent, or whenever the Board of Education determines that such an examination is necessary to determine whether Superintendent can perform his essential job functions with or without reasonable accommodation. Since the Board of Education is paying for the medical examination it shall have the sole authority to name the examining doctor or medical facility. The results of the medical examination shall be shared with the Superintendent but will not be disclosed to the public without the Superintendent's prior consent.

8. **COMPENSATION:** The Board of Education agrees to pay the Superintendent for his services during each year of said contract in 26 equal installments. Compensation for the contract year shall be \$93,000 annually.

During the term of this contract the Superintendent salary level will be determined by the Board of Education review of performance in accordance with Board Policy - 1240. (Evaluation of the Superintendent) and the (Administrative Evaluation and Rating Procedure) which is in conjunction with the (Administrative Salary and Benefit Package) adopted by the Board of Education on May 9, 2010, and will not be decreased below the current (2011-12) salary level. Job performance and job accomplishments are a significant factor in establishing the compensation of the Superintendent.

9. **BENEFITS:** During the term of this contract, the Administrator shall receive the benefits provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy (including vacation leave, sick leave, disability leave, health insurance and retirement benefits) subject to the following limitations: first, this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the same basis as change for full-time professional administrative staff.

The Administrator is entitled to the following specific benefits:

A. **INSURANCE:**

HEALTH/MEDICAL - The district shall provide premiums payments as approved by the Board of Education.

The district will provide premium payments toward a Dental/Vision/Life plan as approved by the Board of Education.

B. **LONGTERM DISABILITY INSURANCE:**

The district will pay the premium for long term disability insurance at a rate of 66 2/3% of annual salary up to a maximum of \$3000 per month.

C. **LIFE INSURANCE:**

The district will pay the premium for \$200,000 Accidental Death & Dismemberment Insurance and \$200,000 Life Insurance.

D. **VACATION:**

20 days vacation plus the following holidays:

Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and the day after Easter.

Carryover of vacation days is subject to Board of Education approval.

Five days of vacation leave may be converted to sick leave each year.

E. **SICK LEAVE:**

12 days sick leave per year, with unlimited accumulation.

Accumulated to 7/1/11 - 0 days

F. **LONGEVITY:**

\$1,275 - upon attaining 10 years but less than 15 years

\$1,725 - upon attaining 15 years but less than 25 years

\$1,925 - upon attaining 25 years.

10-year minimum service to district, administrators hired before July 1, 1995 are grandfathered with present longevity rights.

G **RETIREMENT BENEFITS:**

QUALIFICATIONS: 30 years or more of service - MIP & Basic Plan. 10 year minimum service to the district.

Recognition of Service Payment -the District will pay following retirement \$45.00 per year for each year of service to the district -

Accumulated Sick Leave Payment

<u>Sick Days</u>	<u>Payment Per Day</u>
From 0-49	\$10.00
From 50-99	\$25.00
From 100-149	\$40.00
From 150-199	\$45.00
From 200+	\$80.00

Example: If accumulated sick days at retirement are 60 days – Payment = \$10x49 days + \$25 x11 days = \$765

The Recognition of Service and Accumulated Sick Leave Payments will be made according to the requirements of the District Special Pay Plan. One payment per year for 2 years will be made no later than July 31st in the year of the Superintendent's retirement and will be subject to the limitations of the plan.

H. **FICA:**

The District will contribute the federal required amount in F.I.C.A. payments.

I. **LEGAL:**

The Board of Education shall provide, at no cost to the Administrator, legal counsel and representation in any legal action brought against him in his capacity as an employee of the Board of Education, and shall either hold harmless or insure his adequately against all liability that results from his performance in the course and scope of his employment by the Board of Education.

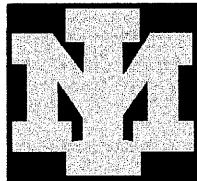
J. **PROFESSIONAL DUES:**

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

10. **ADDITIONAL COMPENSATION:** The District shall fund a \$3,000 tax deferred annuity annually.
11. **TERMINATION:** The Superintendent may be removed for cause by a two-thirds (2/3's) majority vote of the members of the Board of Education. The Board of Education shall not arbitrarily and capriciously dismiss him. The contract will be terminated in accordance with the contracts provisions and within statutory procedures. The Superintendent will be afforded full due process. The Board of Education may remove the Superintendent for cause acts such as insubordination and acts of moral turpitude immediately with pay until such time that written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public unless requested by the Superintendent that the hearing be held in closed session by letter to the Board of Education President. At such hearing, he may have legal counsel at his own expense. If the Board of Education votes at this hearing by a two-thirds (2/3's) majority vote of the members of the Board of Education to terminate the contract of the superintendent, this contract and the terms and conditions herein shall immediately become null and void.
12. **NON-RE-EMPLOYMENT OF THE SUPERINTENDENT:** Non-re-employment of the Superintendent shall be in accordance with Board Policies 1241 - (Non Re-employment of the Superintendent) and Policy 3143 - (Non-Renewal of Administrative Contracts).
13. **INCAPACITY OF THE SUPERINTENDENT:** The Board of Education will exercise its authority under law to determine the incapacity of the Superintendent and follow the procedures in Board Policy 1260 - (Incapacity of the Superintendent).

14. **DISPUTE RESOLUTION:** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any provision of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.
15. **BREACH:** In the event of a breach 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.
16. **SPECIAL PROVISIONS:** The Superintendent shall be reimbursed at the Board of Education approved rate per mile for mileage incurred for school business travel outside of Dickinson County.

IN WITNESS WHEREOF, the parties have duly executed this Superintendent's Employment Contract as of the day and year written in the opening paragraph.



FOR THE BOARD OF EDUCATION

Miss Hany
President

5-19-11
Date

BY THE SUPERINTENDENT

Thomas A. [Signature]
Superintendent

5-12-11
Date