

Superintendent's Employment Contract
Between

Mark Kleinhans
and the
Montrose Board of Education
of the Montrose Community School District

This contract is made and entered into as of the 1st day of July 2010, between the Board of Education of the Montrose Community School District, hereinafter referred to as the "Board of Education", and Mark Kleinhans, as Superintendent, hereinafter referred to as "Administrator."

Whereas, the Board of Education, at a meeting held on the 12th day of January 2010, approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract: and

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

1. TERM. This contract shall take effect on the 1st day of July 2010, and continue in force thereafter through the 30th day of June 2013, subject to extension and termination as provided in paragraphs 4 and 8.
2. DUTIES. The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in the Administrative position. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the policies and regulations adopted by the Board of Education.
3. EVALUATION. Annually, but no later than the last day of June of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent.
4. EXTENSION. This contract may be extended either by the option of the Board of Education or by operation of law, as follows:
 - A. BOARD OPTION. The Board of Education, no later than the 30th day of June of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. The Board of Education, at its sole discretion and with or without cause, may decline to extend this contract for an additional year.

- B. OPERATION OF LAW. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period 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.
5. TENURE EXCLUSION. This contract does not confer tenure upon the Administrator in the position of Superintendent or any other position in the district.
6. COMPENSATION.
- A. Salary: 2010-2011 \$108,670.46
 2011-2012 Wage Re-opener
 2012-2013 Wage Re-opener
- B. In addition to salary described in paragraphs 6.A. and 6.A.1 above, the Superintendent shall receive the following amount(s) as salary in each year of this contract.
- 1) An amount equal to the employee contribution required annually by Social Security.
7. BENEFITS. The Administrator, shall be entitled to the following benefits in addition to the compensation as stated above:
- A. The Board of Education will provide fully paid hospitalization and major medical insurance and vision and dental plan for the Administrator and Family. (Health Plus, Delta Dental 80-80-80, MESSA Vision VSP III. All deductibles are to be reimbursed by the district quarterly.)
- B. The Board of Education will provide and pay for a group term life insurance policy in the amount of twice the base salary.
- C. LTD will be provided at no cost to the Administrator in the amount of 66 2/3 % of salary.
- D. The Administrator is awarded 4 days of personal business time on July 1st of each school year, not accumulative, and there is not reimbursement of unused time. The Administrator will be allowed reasonable flextime to conduct personal business during the day.
- E. The Administrator shall receive twelve (12) sick days on July 1st of each school year. Said sick leave shall be accumulated if not used. Sick leave days may be converted to vacation days on the basis of two sick leave days to one vacation day and shall not exceed sixty (60) days transferred.
- F. The Administrator shall have as vacation all the school days not scheduled during the academic year, such as Thanksgiving, Christmas, New Years, Easter and the like, that are awarded to other employees of the district and in addition, four (4) weeks per year for each of the three (3) years. If the Administrator desires to accumulate those weeks so that a longer period can be taken at one time, it will be possible only with consent of the

Board of Education specifically to be for an extended period beyond four (4) weeks. It is understood that scheduled Christmas and Easter breaks will not count against the four (4) vacation weeks allotted. Unused days are to be paid at the current daily rate.

- G. The Board of Education shall provide to the Superintendent a yearly stipend of \$11,000.00 (\$916.00 per month), in addition to wages, fringes, and other compensation. This is to assist the Superintendent with expenses such as contributions made for School District employee dinners, receptions, and miscellaneous expenses; fund-raising solicitations; service club related costs; expenses for his/her spouse at school related dinners, receptions, etc.; and other costs associated with performance of duties at the discretion of the Superintendent.
 - H. In the event the Superintendent should die within the duration of this contract, the Board of Education agrees to continue his salary and benefits for a period of ninety (90) days from the date of death.
 - I. The Board of Education will pay \$2,000.00 per year toward a life insurance policy for the Superintendent.
 - J. All District related mileage is to be paid the current IRS rate.
- 8. **TERMINATION.** The Administrator may be discharged and this contract be terminated at any time for reasonable and just cause.
 - 9. The Board of Education shall advise the Superintendent of all criticism, complaints, and efficiencies in his performance for his consideration.
 - 10. In light of the unique nature of the professional duties of the Administrator, the District shall provide the Administrator, at no expense to him, legal counsel and representation in any legal action brought against him, with the exception of criminal charges, as Administrator and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as Administrator.

Addendum – Item G applies to the 2009-2010 school year.

In witness whereof, the parties have duly executed this superintendent's Employment Contract as of January 12, 2010.

President

Superintendent