

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS IOSCO REGIONAL EDUCATIONAL SERVICE AGENCY

It is hereby agreed by and between the Board of Education of the Iosco Regional Educational Service Agency (hereinafter "**Board**") and **Dana McGrew** (hereinafter "**Superintendent**") to employ said **Dana McGrew** as its Superintendent of Schools for a three (3) year rolling contract, commencing on July 1, 2012 and ending on June 30, 2015. The minimum annual salary will be One Hundred Eleven Thousand One Hundred (\$111,100) Dollars for the period July 1, 2012 through June 30, 2013.

1. Duties. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the School Code of the State of Michigan and by the rules and regulations of the State Board of Education, and as may be established, modified, and/or amended from time to time by the Board.

2. Qualifications. Superintendent represents that he possesses, holds, and maintains all certificates, credentials, and qualifications required by law, including the regulations of the Department of Education pursuant to Board Policy 1220 as existing and approved by the Board on July 1, 2000. If, at any time, Superintendent fails to maintain all certificates, credentials, and qualifications for the position of Superintendent of Schools as required herein, this Contract shall automatically terminate, and the Board shall have no further obligations hereunder.

3. Responsibilities. Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board and to carry out the educational programs and policies of the school district for which he is responsible during the entire term of this Contract. Further, Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and constantly promote efficiency in all areas of his responsibility.

4. Salary. Superintendent shall be paid a minimum base annual salary rate of not less than One Hundred Eleven Thousand One Hundred (\$111,100) Dollars, including in-district travel expenses (subject to Paragraph 14, below) in consideration of his performance of the duties and responsibilities of the position of Superintendent of Schools in conformance with the requirements and expectations of the Board as set forth herein. Annual salary shall be paid in twenty-six (26) equal bi-weekly installments during the applicable twelve-(12) month period, July 1 through June 30. The Board hereby retains the right to adjust the annual salary of Superintendent during the term of this Contract, but any such salary adjustment shall not reduce the annual minimum base salary below the annual minimum base salary as set forth 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 Superintendent and the Board, shall become a part of this Contract.

5. Personal and Vacation Days. Superintendent is employed on the basis of fifty-two (52) weeks of work per year (July 1 through June 30, hereafter, "fiscal year") as scheduled by the Board. Superintendent shall be entitled to three (3) personal leave days per fiscal year. Superintendent shall be granted vacation time of

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thirty (30) days per fiscal year, which does not include holidays. Vacation days shall accrue and be deemed earned on the first day of each fiscal year of this contract. Vacation days may be accumulated up to ninety (90) days. Once Superintendent has accumulated ninety (90) vacation days, he shall use any days beyond ninety (90) days or lose them. Superintendent shall not receive any additional compensation in lieu of use of vacation days without giving the Board 90-days notice. The Superintendent shall then be eligible to receive a per diem in lieu of unused vacation days upon termination of employment with the Iosco RESA. 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.

6. Evaluations Superintendent's performance shall be evaluated by the Board annually, not later than March 1. The Board shall review this contract with the Superintendent, and shall be on or before March 30 of each ensuing year and the Board will 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 renewed for an additional year. In the event that there is such an automatic renewal for an additional year, the Superintendent shall receive an increase in his salary in an amount equal to the average increase of all intermediate school district superintendents in the State of Michigan for the ensuing fiscal year. Such annual evaluation shall be based on the Superintendent's performance of his statutory duties and the duties recited in the contract. The Board and Superintendent may from time to time establish goals or objectives with the Superintendent. The Superintendent's performance in meeting such goals or objectives shall also be included in the matters on which he is evaluated. The evaluation will be stated in writing and provided to the Superintendent. Thereafter the Board and the Superintendent will meet to discuss the evaluation and, if the Superintendent so desires, he may submit a written rebuttal which shall become a permanent part of the evaluation. If any annual evaluation shows that the Board considers the Superintendent's performance to be unsatisfactory, the Board will identify the specific areas of unsatisfactory performance and will make written recommendations concerning actions to be taken or goals to be achieved by the Superintendent to improve in the unsatisfactory areas. Such recommendations shall take the form of a plan of improvement and shall be drawn in accordance with Board Policy 1241. The Superintendent shall, upon request, be entitled to another evaluation within six months following any unsatisfactory annual evaluation. Should the Board and Superintendent be unable to resolve differences regarding performance, the matter shall be subject to arbitration pursuant to Paragraph 23, below.

7. Termination. The Board shall be entitled to terminate this Contract during its term in the event of the Superintendent's inability to perform his position responsibilities for a period of ninety (90) consecutive workdays or more due to mental or physical disability per fiscal year. Should the Board and the Superintendent disagree as to whether or not the Superintendent is disabled; the parties agree that the matter shall be submitted to arbitration pursuant to Paragraph 23, below. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract for acts of good and just cause including, but not limited to, acts of moral turpitude, misconduct, dishonesty, fraud, insubordination; or if Superintendent materially breaches the terms and conditions of this Contract. 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. The foregoing shall, however, be subject to the provisions of Board Policy 1241. In the event the Board undertakes to dismiss Superintendent during the term of this Contract, he shall be entitled to written notice of charges and an opportunity for a hearing before the

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Board. The board hearing shall be held not less than sixty (60) days after written notice is provided the Superintendent. The Superintendents shall be entitled to representation by legal counsel, shall have the opportunity to confront witnesses, and shall be entitled to notice of, and the opportunity to confront, before the hearing, who will be relied upon as witnesses by the Board and shall be entitled to receive all information, documents, or records to be utilized by the Board at the time of the hearing. The Board shall also provide the Superintendent all reasonable assistance in compelling witnesses' attendance at the hearing. A stenographic record of the hearing shall be made at the Board's expense. The hearing shall be conducted in accordance with the Open Meetings Act of the State of Michigan and may, at the request of the Superintendent, be held in a closed session. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate. Should the Superintendent and the Board disagree on whether there is good and just cause for termination following the board hearing and the Board's decision to terminate his contract, the Superintendent and the Board agree to submit the matter to arbitration pursuant to Paragraph 23, below.

8. Tenure and Indemnification. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than that of a classroom teacher should the probationary period required for tenure as a teacher be fulfilled, by virtue of this contract or any employment assignment (requiring certification) with the school district. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher, as may be required by tenure law, be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teacher's Tenure Act. In light of the unique nature of the professional duties of the administrator, the District shall provide to the administrator at no expense to him, legal counsel and representation in any legal action brought against him as administrator and hold him harmless, indemnify, and defend him and insure him adequately against all liability that results from his performance in the course and scope of his employment as administrator.

9. Competence to Perform. Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third party administrator providing insurance programs specified under this Contract. Additionally, the Board may request release of medical information necessary to determine if Superintendent is capable of performing the duties required in his assignment. The Board may require that Superintendent 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 physical capability and/or mental competency of Superintendent to perform his duties. Medical information provided under this Contract shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the school district to the extent not covered by health insurance provided by the Board.

10. Other Benefits. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party administrator, the Board shall make premium payments on behalf of Superintendent and his eligible dependents for the following insurance programs:

MEBS/BCBS health and RX insurance - Premium paid by Board to State capped amount

SET-SEG dental insurance - Premium paid by Board

AUL term life insurance equal to annual salary (max \$100,000) - Premium paid by Board

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SET-SEG long term disability insurance - Premium paid by Board
Vision insurance

11. Reservation of Rights. The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. 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 payments required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

12. Vehicle. The Superintendent shall have available a mid-sized vehicle purchased or leased by the Board of Education. The vehicle will be made available for general education services and it will be shared with other general education staff for district business purposes outside the Iosco RESA boundaries.

13. Sick Days. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days per contract year. Unused paid sick leave days hereunder shall be cumulative to a maximum of one hundred twenty (120) days for absence due to personal illness or disability of Superintendent. Upon giving ninety (90) days notice to the Board, the Superintendent will receive fifty (\$50) dollars per day of unused sick leave upon termination of employment with Iosco Regional Educational Service Agency.

14. Expenses. The Board will reimburse the Superintendent for reasonable expenses approved by the Board and actually incurred by the Superintendent in the performance of his duties. Where reasonable and possible, any expense to be incurred by the Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board or its designee. All other requests for reimbursement of expenses must be submitted in a timely manner and must include a description of all expenses, the reason for the expenses, and supporting documentation. In the event that the Superintendent uses his personal automobile for any business travel in or out of the district, the Board will reimburse the Superintendent for such use at the same rate per mile established by any contract with employees within the school district. If no such rate is established, then the Superintendent's business use of his personal automobile shall be reimbursed at the rate as established and approved by the Internal Revenue Service of the United States. Notwithstanding the above, should the Superintendent attend any conference, seminar, workshop, or official school function outside the State of Michigan, the Board will reimburse the Superintendent for actual mileage driven in his personal automobile on such trip, at the rate authorized above, or reimburse the Superintendent in an amount equal to the cost of a single roundtrip economy airfare, whichever is less.

15. Professional Dues. The Board will provide to Superintendent professional dues for primary professional organizations related to his position.

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16. Liability Insurance. The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while Superintendent is acting within the scope of his authority. The policy limits for this coverage shall be not less than one million (\$1,000,000) dollars per occurrence, with an aggregate policy limit of one million (\$1,000,000) dollars. Subject to Paragraph 10, above, the terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Superintendent. In the event that insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall continue to fulfill its obligation to hold harmless, indemnify, and defend the Superintendent as set forth in Paragraph 10, above. Should a criminal action be commenced against the Superintendent based upon the conduct of the Superintendent in the course of his employment, if the Superintendent had reasonable basis for believing that he was acting within the scope of his authority at the time of the alleged conduct, the Board will pay for, engage, or furnish the services of an attorney to advise the Superintendent as to the action, and to appear for and represent the Superintendent in the action.

17. Professional Growth. The Board encourages the continuing professional growth of the Superintendent and will permit reasonable time away from regular duties to attend or participate in meetings, seminars, and other educational programs sponsored by local, state, or national associations of school administrators or school boards, or by private or public education institutions, and to meet with other organizations or individuals if such meetings will enhance the ability of the Superintendent to perform his duties. The Board will pay all reasonable expenses incurred under this provision to the extent provided by budget. Such reasonable expenses shall include registration; cost of course, seminar, or meeting; travel and subsistence. The Board reserves the right to determine how much time is reasonable, and may restrict the Superintendent's activities under this paragraph if it determines that he is spending an unreasonable amount of time away from his duties.

18. Consulting. While the Superintendent shall devote his full time and energies to fulfilling the position of superintendent, with prior approval of the Board, he may serve as a consultant to other districts or educational agencies, may lecture, accept speaking engagements, and engage in writing activities, if such service or activity does not interfere with or detract materially from the performance of his duties. If any of the foregoing requires the Superintendent's absence for more than four consecutive working days, the Superintendent's must obtain prior approval of the Board for such absence. The Superintendent may, at his option and with the approval of the Board, be paid for such absences. Alternatively, the Superintendent may use vacation days to perform outside activities and retain any honoraria or other compensation paid. In no event will the Board pay any expenses related to the Superintendent's involvement in such outside activities.

19. Arbitration. In the event of any dispute between the parties relating to any provision of This Contract, or to any aspect of the employment of the Superintendent, including issues or concerns related to alleged discriminations, the parties hereby agree to submit the dispute to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fees and expenses 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. The award rendered by the arbitrator shall be final and judgement may be entered in accordance with Michigan law and any court having jurisdiction.

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20. Entire Agreement. This Contract of Employment contains the entire agreement and understanding by and between the Board and the Superintendent with respect to the employment of 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 the employment of Superintendent by the Board is hereby terminated and shall hereafter be of no force or affect whatsoever. No change or modification of this Contract of Employment shall be valid or binding unless it is in writing and signed by Superintendent and 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.

21. Controlling Law. This Contract shall be applied and in all respects interpreted according to the laws of the State of Michigan.

22. Severability. This Contract is severable. If any part or provision of this Contract is declared illegal or unenforceable as a result of arbitration or by a court of competent jurisdiction, such par or parts shall be deleted and the remaining provisions shall continue in full force and effect.

23. Headings. All headings in this Contract are for convenience reference only.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed on

Date: 6-27-12



Dana McGrew, Superintendent

IOSCO RESA BOARD OF EDUCATION

Date: 6-26-12



Tim Burg, Board President

Date: 6-26-12



Lila Fegan, Board Secretary