

**EMPLOYMENT CONTRACT
BETWEEN
MR. MATTHEW J. MILLER
AND
THE BOARD OF EDUCATION OF THE
PARCHEMENT SCHOOL DISTRICT
COUNTY OF KALAMAZOO, MICHIGAN**

IT IS AGREED by and between the **BOARD OF EDUCATION OF THE PARCHEMENT SCHOOL DISTRICT, COUNTY OF KALAMAZOO, MICHIGAN**, hereinafter referred to as the “**Board,**” and **MR. MATTHEW J. MILLER**, hereinafter referred to as the “**Superintendent,**” to employ said M. Miller in the capacity of Superintendent of Schools under the authority of the Board and its successors for the period of July 1, 2012 through June 30, 2015.

The Superintendent agrees to perform all duties and responsibilities assigned in a competent and professional manner and to render satisfactory services in such capacity in accordance with present and future policies, rules, regulations, and bylaws adopted by the Board.

The Superintendent will supply, when requested by the Board, the documents that establish that the Superintendent legally qualifies under the laws of the State of Michigan to act in the capacity assigned, and the Superintendent may be removed without recourse in the event said qualifications and requirements are not maintained or if not of a permanent nature.

In consideration of an annual satisfactory performance of all of the duties assigned to the superintendent, the Board agrees to compensate the Superintendent as follows:

1. **Base Compensation:** The Superintendent shall receive an annual salary of One Hundred and Thirty Thousand Fifty (\$130,050) dollars as base compensation. For the employment period of July 1, 2012 through June 30, 2013. Base compensation shall be paid in equal installments on the regularly established pay dates of the School District.

Additional base compensation shall be in the form chosen by the Superintendent for an additional amount of \$20,500, for the employment period of July 1, 2012 through June 30, 2013.

The Board is authorized to make such payroll deductions as may be required by law or authorized by the Superintendent and to deduct such sums as have not been earned due to an absence from employment. If the Superintendent is paid compensation which is in excess of compensation earned to the date of termination of employment, he or she agrees to reimburse the Board in an amount equal to such unearned compensation.

The Board agrees to complete the annual evaluation of the Superintendent by no later than March 31, 2013. If the performance of the Superintendent is deemed satisfactory by the Board, this Agreement shall be extended for an additional year. If no action is taken by the Board on or before that date, the contract shall be deemed to be extended for an additional year.

Attached to this Agreement, and incorporated herein by reference, is a benefits schedule specifically setting forth benefits that are granted to the Superintendent.

It is mutually understood and agreed that the Contract of Employment does not confer tenure upon the Superintendent in the above-described capacity or in any other administrative capacity in the District.

If this Agreement is terminated by the Board prior to its expiration, the Board shall remain obligated to the Superintendent for the full amount of base compensation remaining due on the unexpired term of said Agreement. Such payments shall be made on a monthly basis and this obligation of the Board and the School District shall be offset by any and all earned compensation received by said Superintendent from the date of said termination until June 30, 2015. For the purpose of this provision, and this provision only, it is assumed by the parties that the Superintendent's salary at the time of termination would remain the same through the unexpired balance of the Agreement.

The Superintendent is 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 by the Board and he shall have an opportunity for a fair hearing before the Board after ten (10) business days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense. In the event of such dismissal, the Board will not be obligated for any salary and/or other forms of compensation which may have been due or payable during the unexpired term of this Agreement.

This Contract shall be subject to all of the applicable laws and statutes of the State of Michigan.

Dated: _____

Mr. Matthew J. Miller

Dated: _____

Dale Pominville, President
Board of Education
Parchment School District

Dated: _____

Deb Coates, Secretary
Board of Education
Parchment School District

**BENEFITS
SUPERINTENDENT OF SCHOOLS**

I. RETIREMENT

A. PUBLIC SCHOOL EMPLOYEES RETIREMENT

The Parchment School District, Parchment, Michigan, shall pay the Employer Contribution to the Michigan Public School Employees Retirement System.

B. Separation Pay

After six (6) years as an Administrator, immediately prior to separation from service, the Superintendent shall be entitled to separation pay to be determined and paid as follows:

Number of annually allowed sick leave days accumulated but not used, times years of service, minus days used, capped at 100. The resultant number, or 100, whichever is less, multiplied by one-half of the administrator's daily base compensation as of the date of separation.

e.g., (6 yrs. x 12 = 72 minus (ex. :) 6 used) = 66 days

$$66 \text{ days} \times \frac{\$130,050}{260} \times .5 = \$16,506$$

Employment must be terminated under one of the following circumstances:

1. Voluntary retirement under the provisions of the state retirement act.
2. Forced retirement prior to regular retirement age for health reasons.
3. Death while in the employ of the School to be paid to surviving spouse, designated beneficiary, or estate.

II. INSURANCE

A. Health Benefit Plan

The Superintendent will be provided with the following insurance coverage:

Health Insurance: MESSA Choices II w/ \$10/\$20 drug card
\$425 per month cap for Single Subscriber
Options: SET Long Term Disability Insurance
Dental Insurance: MASB-SET
Vision Insurance: MASB-SET

II. INSURANCE (cont.)

B. Illness and Injury Protection

The Superintendent shall be provided with MASB/SET benefits as described below:

1. MASB-SET LONG TERM DISABILITY plan with a rate of benefit of 70% of monthly earnings to a maximum benefit of \$5,500.00 per month.
2. Twelve (12) non-accumulated sick days per year. In the case of an extended illness, the Superintendent shall not be required to use sick days provided the Board receives verifications of such illness.

C. Dental Insurance

The Superintendent shall be provided with the MASB-SET ULTRADENT 80/20 incentive full family dental insurance.

D. Vision Insurance

The Superintendent shall be provided with the MASB-SET VISION full family vision insurance coverage.

E. Term Life Insurance

The Superintendent shall be provided with MASB-SET term life insurance in the amount of Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) Dollars. The Superintendent may elect to purchase an alternative life insurance policy at a cost not greater than the MASB-SET term life insurance.

F. Options - None in this contract year.

III. VACATION

The Superintendent shall be entitled to thirty (30) paid vacation days (15) of which may be returned at per diem rate. The Superintendent shall be allowed to accrue unused vacation days with the written permission of the President of the Board of Education. The Superintendent shall also be allowed the following holidays:

Good Friday - Memorial Day - July 4th - Labor Day - Thanksgiving Day -
Friday after Thanksgiving - Christmas Eve Day - Christmas Day -
New Year's Day

IV. STUDY REIMBURSEMENT

The Superintendent shall be entitled to reimbursement for 85% of the tuition cost per semester hour of all graduate credits earned while serving as a Superintendent.

V. PROFESSIONAL GROWTH

The Superintendent should attend appropriate professional meetings and conferences at the local, regional, state and national levels to assure his continued professional growth, provided such meetings do not interfere with the proper performance of his duties. In addition, the Superintendent is authorized to spend up to 7 days per year in attendance of the national or out of state professional development conferences and meetings. The Superintendent shall be reimbursed for actual and necessary expenses in carrying out professional activities and in attending such professional meetings and conferences.

VI. PURCHASED YEARS

The Board will purchase one year (1) in the Michigan Public School Employees Retirement System (MPERS) for every three (3) years of employment after June 30, 2010 for the Superintendent.

April 23, 2012

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