

**SUPERINTENDENT'S EMPLOYMENT CONTRACT  
BETWEEN  
JEFFREY A. MOUNT  
AND THE BOARD OF EDUCATION  
OF THE MASON COUNTY CENTRAL SCHOOL DISTRICT**

This contract is between the Board of Education of the Mason County Central School District, referred to as the "Board of Education," and Jeffrey A. Mount, as Superintendent, referred to as "Administrator" in this contract. The parties, in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM.** This contract shall take effect on the 1<sup>st</sup> day of July, 2010, and continue in force through the 30<sup>th</sup> day of June, 2013, subject to extension and termination as provided in Paragraphs 4 and 13, respectively.
2. **DUTIES.** The Administrator represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this 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 bylaws, policies, and regulations adopted by the Board of Education or directives given by same. The Administrator agrees to devote his talents, skills, efforts and abilities to fulfill the obligations of this contract.
3. **EVALUATION.** Annually, but no later than the last day of February of each year during the term of this contract, the Board of Education shall prepare and review with the Administrator an evaluation of performance, e.g. as Superintendent, in accordance with the Board's adopted supervision and assessment program for Mason County Central School District. The Administrator shall remind the Board of Education in writing to the Board President of this responsibility on or before February 1 of each year. The Administrator shall also assure that the appropriate evaluation materials, as approved by the Board, are distributed to the Board in a timely manner and that the evaluation is placed on a meeting agenda that meets the appropriate timetables. The Board may conduct more than one evaluation or performance review during a contract year.
4. **EXTENSION.** This contract may be extended either by motion of the Board of Education or by operation of law, as follows:
  - A. **Board Option.** The Board of Education, no later the 31<sup>st</sup> day of March of each year during the term of this contract, may extend the contract for an additional one-year period. In reviewing this option, the Board of Education also shall establish the annual salary to be paid to Administrator for the school year included in any extension. All other terms and conditions of this contract shall remain unchanged unless agreed to by both parties. The Board of Education, in its sole discretion, may decline to extend this contract. This contract is not extended unless the Board approves an extension.
  - 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 (by April 1) before the contract's termination date, this contract will, without further action, be

automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Administrator shall annually advise the Board of Education of this obligation no later than the first day of March as part of the superintendent's Board Flyer and report and shall assure that an action item is on the appropriate meeting agenda to meet the above timelines.

5. **TENURE EXCLUSION.** This contract does not confer tenure in the position of Superintendent or in any other administrative or in any other non teaching position in the district to which the Administrator may be assigned. Should Administrator be assigned or transferred to another position, the compensation provided shall be as established by the Board for that position. Consequently, the compensation provided said Administrator while serving in the capacity of Superintendent shall no longer be provided beginning the effective date of the transfer or assignment.
  
6. **COMPENSATION.** The Board of Education shall pay to the Administrator an annual salary of \$94,500 for the school year July 1, 2010 to June 30, 2011, and not less than \$97,000 for the school year July 1, 2011 to June 30, 2012, and \$100,000 for the school year July 1, 2012 to June 30, 2013. The salary shall be paid in bi-weekly installments distributed evenly over the fiscal year. The Board of Education retains the right to adjust the salary during the term of this contract. \*The parties agree that there may be circumstances that arise from time to time, e.g., budget issues, which could result in a reduction of the Administrator's annual salary. Any reduction of the Administrator's annual salary shall be mutually agreed to.  
 \* It was mutually agreed that the Superintendent would accept a salary freeze at the 2009-2010 rate for the 2010-2011 school year, with an additional \$6000 for extra duty pay for the added assignments of Director of Maintenance and Project Manager for the Senior Center Addition.
  
7. **INSURANCE BENEFITS.** During the term of this contract the Administrator shall receive the insurance benefits provided by the school district to full-time, professional administrative staff on the same basis as available to those staff members in accord with the Board of Education policy and an additional \$150,000-term life insurance policy. The Board of Education shall pay the cost of a required annual physical examination not covered by insurance.
  
8. **OTHER BENEFITS.**
  - A. **Leave.** The Administrator is entitled to the following specific benefits:
 

Sick Days	12 per year
Personal Leave	2 per year
Vacation Days	25 per year

 Accumulated sick leave days shall not exceed 100 days. Upon termination, accumulated sick leave days shall be paid at the same rate as the MCCEA negotiated contract allows for teachers/certified staff. Accumulated vacation leave days shall not exceed 30 days. These days shall be paid at the per diem rate for the Administrator at the time of termination.
  
  - B. **Technology.** The District shall provide to Administrator while serving as Superintendent:

- 1.) A district owned cell phone and cell phone service for school business use.
- 2.) A district owned laptop computer and PDA with necessary software for office and home use.

C. **Transportation Costs.** Administrator shall log miles driven on school business, whether local or long distance. He shall submit the log for reimbursement at the government established rate. This shall be done at least monthly.

9. **PROFESSIONAL LIABILITY.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Administrator while engaged in the performance of a governmental function and while Administrator is acting within the scope of his authority. The policy limits for this coverage shall be not less than Five Million Dollars (\$5,000,000). The terms of the errors and omissions insurance policy shall be controlling, *e.g.*, with respect to defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amount and/or at a premium rate determined reasonable by the Board in its discretion, the Board shall have the right to either not provide or to discontinue said coverage and shall so notify Administrator. In such case, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under Michigan law, MCL 691.1408.

10. **MEMBERSHIP FEES.** Local, regional, state and national professional organization membership fees/dues shall be paid by the District as approved by the Board. Attendance at meetings will be encouraged; however, national conference attendance shall be within the discretion of the Board. The Administrator shall be eligible for reimbursement of reasonable, necessary and receipted expenses.

11. **LONGEVITY.** The Board of Education shall provide longevity pay at the rate of:

- |      |             |                  |
|------|-------------|------------------|
| i.   | 3-5 years   | \$1,250 annually |
| ii.  | 6-8 years   | \$2,500 annually |
| iii. | 9-11 years  | \$3,000 annually |
| iv.  | 12-14 years | \$3,750 annually |

Payment will be made in bi-weekly installments distributed evenly over the fiscal year in which Administrator will complete the year of service. (Example: Year 3 would begin paying out in July and complete in June at the end of year 3.)

12. **PROFESSIONAL GROWTH.** The Administrator shall continue his education as provided for in the School Code. The continuing education of the Administrator shall be agreed upon by the parties before actual commitment is made by the Administrator. The District shall reimburse the Administrator for all reasonable expenses incurred for the pre-approved and successfully completed academic university courses including tuition, textbooks, mileage and other necessary costs.

13. **TERMINATION.**

A. **Discharge.** The Board shall be entitled to terminate the Administrator's Contract at any time during the term of this Contract for cause, *e.g.*, for an act(s) of moral turpitude, misconduct, dishonesty, fraud, violation of or failure to uphold

Board of Education policy, insubordination, incompetency, inefficiency or if the Administrator materially breaches a term(s) or condition(s) of the Contract or if the Administrator no longer has the confidence of the Board.

The foregoing standards for termination of this Contract during its term shall not be applicable to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

In the event that the Board undertakes to dismiss the Administrator during the term of this Contract, he shall be entitled to not less than ten (10) days' written notice of charges and an opportunity for a hearing before the Board. The Board may provide in the notice that, effective at the time of receipt of written notice of charges, the Administrator will be suspended with pay from his duties and responsibilities until conclusion of the hearing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Contract, this Contract shall automatically terminate and the Board shall have no further obligation of any kind, compensation or otherwise, unless required by law.

B. **Nonrenewal.** Any nonrenewal of this Contract shall be in accordance with the Michigan Revised School Code.

14. **SEVERABILITY.** If any provision of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

15. **DISPUTE RESOLUTION.** In the event of a dispute between the parties relating to any provision of this agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this agreement, the parties hereby agree to submit such dispute to binding arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; provided, however, that each party shall be responsible for the costs of such respective representation.

16. **GOVERNING LAW.** This contract is governed by and shall be interpreted in accordance with the laws of the State of Michigan.

For the Board of Education:

By the Administrator:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

