

MASON COUNTY EASTERN SCHOOLS
CUSTER, MICHIGAN

SUPERINTENDENT'S CONTRACT

RECEIVED JUL 20 2012

THIS AGREEMENT, ENTERED INTO THIS 1st day of July, 2012, between the Board of Education of the Mason County Eastern School District, hereinafter called "Board", and Paul Shoup, hereinafter called "Superintendent".

WITNESSETH:

CONTRACT PERIOD

The Board agrees to employ the Superintendent as superintendent of its schools for the term of three (3) years commencing on July 1, 2012, and extending through the 30th day of June, 2016. The Board shall review this contract with the Superintendent annually.

DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant 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 School District.

COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said contract in 26 installments. Compensation for the first full contract year shall be \$90,000. Said salary shall be reviewed annually and is subject to revision by agreement of the parties.

FRINGE BENEFITS

Leave privileges, insurance, and fringe benefits shall be as follows:

- a. The Superintendent shall be entitled to 25 days vacation each year at a time mutually agreeable to both parties. In addition to 25 vacation days are the following holidays where the Superintendent is not required to work:

Good Friday/Easter
Memorial Day
Fourth of July
Labor Day
Thanksgiving
Christmas Eve/Christmas
New Year Eve/New Year

The Superintendent must have the permission of the President of the Board in order to vacation 5 or more consecutive days.

- b. The Superintendent shall be granted insurance equal to that which the Board grants to its other administrators of the district with the company of the Superintendent's choosing. The Superintendent may choose to receive a \$6,000 stipend in lieu of health insurance.
- c. The Superintendent, if insurable, shall be provided with a term life insurance policy with a face value of \$100,000, with a company of the Superintendent's choosing or the equivalent premium as compensation. Or, the Superintendent may choose another form of insurance in lieu of term life insurance, provided the annual premium does not exceed \$300.
- d. The Board shall reimburse the Superintendent for all other reasonable expenses incurred by the Superintendent in the performance of his duties. Said expenses shall be presented to the Board for approval at the meeting following the date on which incurred.
- e. The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.
- f. All local and state professional organization dues for the Superintendent will be paid by the Board.
- g. The Superintendent shall be granted 16 days leave days per year. (accumulative to a maximum of 260 days)
- h. Once a year the Superintendent shall meet with the President of the Board of Education and provide an annual accounting accumulation of used leave days for our records.
- i. The Superintendent shall receive, upon retirement from Mason County Eastern Schools and participating as a member of the Michigan retirement system, \$25 per unused leave days.
- j. The Board shall reimburse the Superintendent at the rate per mile established by the Internal Revenue Service for use of his automobile in conducting business associated with the position of Superintendent.

EVALUATION

Once each year the Board and the Superintendent shall meet for the purpose of mutual evaluation of the performance of the Superintendent and the Board, both expressing recommendations and observations on how such performance may be continually improved. The time and the date of the meeting shall be agreed to by the parties sufficiently in advance of the meeting to permit adequate preparation for a constructive exchange of views.

TENURE

It is mutually agreed and understood that this contract does not confer tenure upon the Superintendent in the above described position. Mr. Shoup will retain tenure for his years of work as a teacher in the district.

TERMINATION

If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of superintendent as required by this contract, the contract shall automatically terminate. The Superintendent may be discharged and this contract terminated at any time for just cause, including failure to uphold any Board of Education bylaw, policy, or regulation.

PROFESSIONAL MEETINGS

The Superintendent shall attend professional meetings deemed appropriate by the board at the local, state, and national levels and shall be reimbursed for his expenses in connection therewith, and for any other reasonable out-of-pocket expenses incurred on behalf of the Board.

"HOLD HARMLESS" CLAUSE

In light of the unique nature of the professional duties of the Superintendent, the district shall provide to the Superintendent, at no expense to him, legal counsel and representation in any legal action brought against him 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 Superintendent.

LIABILITY INSURANCE CLAUSE

The Board shall provide public liability insurance for the Superintendent to cover all legal expenses in defense of claims and/or payment of judgments resulting from his functioning as the district's Superintendent, and will reimburse him for any portion of such expenses and/or judgments not covered by insurance.

OTHER PROVISIONS

When the Superintendent is on vacation, leave, or away from the district performing official duties, he shall have the authority to appoint another Mason County Eastern School District Administrator or Administrators to act in his behalf while he is away.

That a signed copy of this contract must be returned to the Board of said school district within 10 days hereof, or this contract shall be considered null and void.

IN WITNESS WHEREOF the parties hereto have executed this agreement the date written above.

Paul DeBury
PRESIDENT, BOARD OF EDUCATION
MASON COUNTY EASTERN SCHOOL DISTRICT,
MASON COUNTY, MICHIGAN

5.21.12
DATE

Joel Raddatz
JOEL RADDATZ
MCE INTERIM SUPERINTENDENT OF SCHOOLS

5/21/12
DATE

Paul Shoup
PAUL SHOUP
MCE SUPERINTENDENT AS OF JULY 1, 2012

5/21/12
DATE

