

**SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
CLAUDE SIDERS
AND
THE BOARD OF EDUCATION
OF
CARNEY-NADEAU PUBLIC SCHOOL**

It is hereby mutually agreed by and between the Carney-Nadeau Public School Board of Education, hereinafter referred to as the "Board" and Claude Siders, hereinafter referred to as the "Superintendent" that pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said Superintendent as its Superintendent of Schools from July 1, 2012 through June 30, 2014, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Schools as prescribed by the Revised 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. Superintendent represents that he possesses, holds, maintains, and will maintain all certificates, credentials and qualifications required by law and if State Regulations reinstate the requirements to serve in the position of Superintendent of Schools, the Superintendent will comply with those regulations also. If, at any time, the Superintendent fails to maintain or obtain 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. 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 as to administrative action taken on its behalf.
4. 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 duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility.
5. The Superintendent shall work Eighty-four (84) days each school year during the time from July 1, 2012 through June 30, 2014. The Superintendent shall not receive a wage during the term of this contract. The superintendent will be expected to attend board meetings.
6. The Board shall review this contract with the Superintendent annually, and shall on or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. Evaluations are to be based in part on mutually developed goals and objectives which will be presented to the Superintendent in writing prior to November 1st of the year of evaluation. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year. Evaluation will be based, in part, on student growth.
7. 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 calendar days due to mental or physical disability as determined through a written statement by a mutually agreed upon Physician. The cost of this statement will be paid for by the School District.

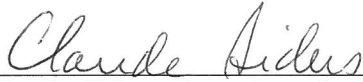
8. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non-renewal shall be prescribed under Section 1229 of the Revised School Code, MCL380.1229.
9. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or any other Administrative position by virtue of this contract or any employment assignment of this school district. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.
10. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by underwriters, policy holders or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request a mutually agreed upon Physician's statement to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to 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 mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision, the cost of services for said examination shall be borne by the school district.
11. The Board of Education shall provide the Superintendent with the following benefits: The Superintendent shall receive a Board sponsored 403b deferred compensation contribution in the amount of \$457.82 per day times the number of work days specified in Section 5 above, to be paid in 12 equal monthly installments.
12. The Board of Education encourages the Superintendent to pursue professional growth. The Superintendent shall be eligible to be reimbursed for meals, lodging and conference expenses at a reasonable and customary rate for the location of the professional growth event. Any expenses by the Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board. The Superintendent will be reimbursed for mileage at the current IRS rate when traveling on school district business. The Board shall reimburse the Superintendent up to Three Hundred Dollars (\$300.00) per school year for tuition for college courses or for State Board of Education Continuing Education Units taken for continuing professional growth in the position of the Superintendent.
13. The Board shall pay the dues of the Superintendent for membership in the Michigan Association of School Administrators (MASA), the Michigan Small and Rural Schools Association (MSRSA), the School Equity Caucus and other Professional Associations as approved by the Board of Education.
14. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts, or understanding, 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 employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the 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.
15. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.
16. This agreement is executed on behalf of the School District pursuant to the authority granted under the laws of the State of Michigan.
17. The Board shall provide errors and omission liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgements resulting from his/her functioning as Superintendent. In no case will individual

Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

18. This contract supercedes any and all other contracts in effect at the time of the signing of this contract.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

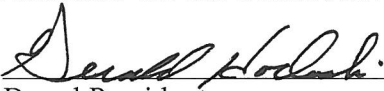
February 20, 2012
Date



Claude Siders, Superintendent

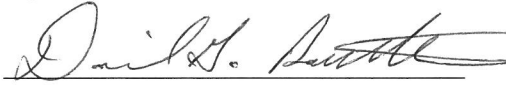
CARNEY-NADEAU PUBLIC SCHOOL BOARD OF EDUCATION

February 20, 2012
Date



Board President

February 20, 2012
Date



Board Secretary