

MENOMINEE AREA PUBLIC SCHOOLS
MENOMINEE, MICHIGAN
2015-2016

EMPLOYMENT AGREEMENT:

This Agreement, made and entered into this 1st day of July, 2015, by and between the MENOMINEE AREA PUBLIC SCHOOLS, (hereinafter referred to as "District") and TERRI MILESKE, (hereinafter referred to as the "Superintendent")

WITNESSETH: The District agrees to employ Terri Mileski as Superintendent of Schools of the District on the terms and conditions set forth in this Agreement:

1. **TERM:** The term of said employment shall be for the period from July 1, 2015 to and including June 30, 2017 (the "Term"). The Board, in its sole discretion and with or without cause may decline to extend this Agreement for an additional year.
2. **QUALIFICATIONS AND DUTIES:** During the term and any extension or renewal thereof, Superintendent agrees to:
 - (a) Serve the District as its Superintendent of schools and perform the duties required by law;
 - (b) Obey, fulfill and implement the policies of the Board of Education of the District;
 - (c) Carry out or cause to be carried out the educational program and policies of the District as the chief operating officer.
 - (d) Keep the Board of Education cognizant of information which may be of importance to its members;
 - (e) Prepare agendas for each regular and special meeting of the Board of Education in cooperation with the Board President.
 - (f) Promote good community relations.
 - (g) Prepare an annual budget, submit it to the Board of Education for approval in a timely manner, and direct expenditures within the limits of the Board approved budget;
 - (h) Represent the District in dealing with other organizations, school staff, the public and news media;
 - (i) Develop organizational goals in cooperation with the Board of Education and other interested parties and keep the Board informed of progress toward the goals; and
 - (j) Devote her full working time and best efforts in the performance of such duties for the District and to engage in no other gainful employment unless it is approved in advance by the Board of Education of the District in writing. (Superintendent may undertake speaking engagements, teaching, writing, lecturing or other professional duties and obligations, provided the President of the Board of Education approves such activities).
3. **CERTIFICATION AND QUALIFICATION:** Superintendent will maintain all certificates, credentials and qualifications required by law, including but not limited to the regulations of the Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If at any time the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools, this Agreement and Superintendent's employment shall, at the option of the Board terminate and the Board shall have no further obligations hereunder.
4. **COMPENSATION:**
 - (a) Base Compensation: For her services as Superintendent of Schools, the District agrees to pay the Superintendent an annual salary of Ninety-Nine Thousand (\$99,000) Dollars annually, July 1, 2015 and payable in bi-weekly installments, each such periodic payment to be as nearly equal as possible. In June of each year, the Board of Education will meet to consider a salary adjustment for the Superintendent for the

following fiscal year. The salary shall be subject to payroll deductions as shall be required by law or requested by the Superintendent and determined to be available and proper.

(b) **Tax Deferred Annuity:** As further compensation for services performed pursuant to this Contract, the Board shall for each year of this Contract on no later than December 31st, pay the sum of \$6,000 directly into a tax deferred annuity. The Superintendent shall choose a vendor from the list of board approved 403(b) or 457 vendors.

5. **INSURANCE BENEFITS:** For her services as Superintendent of Schools, the District shall also, at its expense, provide the Superintendent with the following:
- (a) A payment in lieu of health insurance, \$4,800.00 per year. (or the annuity in place of health insurance.
 - (b) Vision insurance, dental insurance, long-term disability insurance as provided other professional staff in lieu of health insurance.
 - (c) Term life insurance policy in the amount of 2.5 times base salary.
6. **SICK LEAVE, VACATION AND OTHER LEAVES OF ABSENCE:** The Superintendent shall be afforded the following sick leave vacation and other leaves of absence:
- (a) Twelve (12) days of paid sick leave per year with the right to accumulate no more than 125 sick-leave days. The Superintendent may use these accumulated or current sick leave days for absence due to illness or disabling accident of the Superintendent's immediate family (spouse, children, grandchildren and parents of the Superintendent and spouse).
 - (b) Paid funeral leave of not more than five (5) days per year to attend the funeral of a member of the Superintendent's immediate family as defined above.
 - (c) Paid jury leave, provided all jury fees are paid to the school district.
 - (d) Five (5) days per year for professional or personal business with no right to accumulate.
 - (e) The Superintendent shall be entitled to twenty-five (25) working days of paid vacation, exclusive of legal holidays observed by the District during each year of this Agreement. Such vacation period shall be selected during periods of time least disruptive to the operations of the District. The Superintendent shall take at least ten (10) days vacation per year and shall not carry forward more than ten (10) days from one year to the next. In the event of severance from the District, the Board agrees to pay the Superintendent for any unused vacation time not to exceed twenty (20) days at her per diem rate at the time of severance, provided that if her severance occurs before the end of a year of the term, vacation days for that year shall be prorated based on actual time worked.
7. **BUSINESS EXPENSE:** Actual and reasonable expenses incurred by the Superintendent in the discharge of official duties or in the performance of functions authorized by the Board of Education shall be reimbursed upon submission of receipts and reports of expenditures. All such expenses must be approved by the treasurer of the Board of Education.
8. **PROFESSIONAL MEETINGS AND AFFILIATIONS:** The District will pay the Superintendent's dues for membership in the following professional organizations:
The Michigan Association of School Administrators.
- The Superintendent may attend professional educational meetings at the local and state levels, with the actual and reasonable expense of such attendance to be paid by the District as approved by the Board President.
9. **EVALUATION:** The Board of Education shall evaluate the Superintendent in writing before the end of each year of the term of the Agreement. As a part of such evaluation, the Board shall consider a one-year extension of this Agreement. The evaluation shall be presented to and discussed with the Superintendent by a committee appointed by the president of the Board of Education. On or before its regular May Board meeting of each year of the Agreement; the Board of Education and the Superintendent will meet to discuss the performance standards for the following school year.

10. **NOTICE:** The Superintendent shall give the District at least ninety (90) days notice in writing of the Superintendent's intention to terminate this Agreement. Notice of non-renewal by the District shall be given at least ninety (90) days before the expiration of the term of this Agreement, as required by Section 1229(1) of the Revised School Code as amended. This Agreement shall be renewed for an additional one-year period if such notice of non-renewal is not given as provided in Section 1229(1).
11. **TENURE:** Continuing tenure of the Superintendent in any administrative or supervisory capacity is hereby specifically withheld.
12. **TERMINATION FOR CAUSE:** This Agreement may be terminated at any time for just and reasonable cause by either the Superintendent or the District. Just cause includes but is not limited to the failure of either party to perform the duties or satisfy the obligations as set forth. The Superintendent shall have the right to written charges, notice of hearing and a fair hearing before the Board of Education. If the Superintendent chooses to be accompanied by legal counsel at the hearing she shall assume the cost of legal expenses.
13. **CONTRACT TERMINATION:** The Superintendent is expressly prohibited from engaging in any conduct involving moral turpitude, misconduct, dishonest, insubordination or material breaches of this contract and may terminate this contract in the event of such conduct. Furthermore, this contract is subject to termination by the Board at any time for other just and reasonable cause.
14. **ARBITRATION AND GOVERNING LAW:**
 - (a) Any and all disputes under this Agreement shall be submitted to binding arbitration pursuant to labor arbitration rules of the American Arbitration Association. Michigan courts may enter judgment upon and enforce any award entered by the arbitrator within his authority.
 - (b) Michigan law shall govern this Agreement and the sole and exclusive remedy under this Agreement shall be monetary damages for any alleged breach. No equitable relief of any kind, including reinstatement may be granted for any violation of the Agreement, except as necessary to pay a monetary award granted pursuant to binding arbitration.
 - (c) The scope of the arbitrator's authority is limited exclusively to the issue of whether a breach of contract occurred and, if so, the measure of monetary damages, which shall not be greater than the value of the salary and benefits remaining at the time of the alleged breach. The arbitrator has no authority to reinstate in the event of a termination of employment.
15. **AMENDMENT:** This Agreement constitutes the entire Agreement between the parties with respect to subject matter hereof and may not be amended, renewed or extended except by an instrument in writing (addendum or otherwise), duly adopted and executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

MENOMINEE AREA PUBLIC SCHOOLS
 MENOMINEE COUNTY, MICHIGAN

 Superintendent

 President, Board of Education

Date: _____

Date: _____

Menominee Area Public School District is an equal opportunity employer and will not discriminate on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, or handicap. Persons denied equal opportunity based on these conditions may file a complaint with Michael Cattani, Menominee Area Public Schools Compliance Coordinator at 906-863-9951 and/or The Michigan Civil Rights Commission, Lansing, Michigan.