

EMPLOYMENT CONTRACT BETWEEN
JOHN M. SEARLES
and the BOARD OF EDUCATION of the
MIDLAND COUNTY EDUCATIONAL SERVICE AGENCY

THIS CONTRACT is between the Board of Education of the Midland County Educational Service Agency, referred to as the “Board” or “Educational Service Agency” and John M. Searles as Superintendent, referred to as “Administrator.” The parties agree to the following:

1. **TERM.** This Contract shall take effect on July 1, 2013, and continue in force through June 30, 2017, subject to extension and termination as provided herein.
2. **DUTIES.** The Administrator represents that he meets all applicable requirements of the Laws and School Code of Michigan and all qualifications established by the Board for his position. The Administrator will continue to satisfy these requirements and qualifications, and to maintain evidence of such compliance at the Board office. The Administrator agrees to perform the duties of Superintendent in a competent and professional manner in compliance with all applicable laws and the policies and regulations adopted by the Board of Education.
3. **EVALUATION.** Annually, but no later than June 30th each year, the Board shall give and review with the Administrator a written evaluation of his performance as Superintendent. The Administrator shall remind the Board of this responsibility not later than March 1st each year.
4. **EXTENSION.** A. This Contract may be extended at any time by written agreement of the parties. All other terms and conditions shall remain unchanged unless otherwise changed by written agreement. However, the Board, in its sole discretion and with or without cause, may decline to extend this Contract.

B. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days 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 Superintendent annually shall advise the Board of Education of this obligation during the month of March.
5. **TENURE EXCLUSION.** This Contract does not confer tenure upon the Administrator in the position of Superintendent or any other non-teaching position with the Midland County Educational Service Agency.

6. **COMPENSATION.** The Board shall pay to the Administrator a total compensation package as follows:

Salary for 2013-2014, \$135,252

Salary for 2014-2015, increase .5% over new base salary + \$1,000 for “effective” evaluation or \$2,000 for “highly effective” evaluation (earned dollars would become part of new base salary), \$136,933

Salary for 2015-2016, increase .5% over new base salary + \$1,000 for “effective” evaluation or \$2,000 for “highly effective” evaluation (earned dollars would become part of new base salary), \$139,628

Salary for 2016-2017, increase .5% over new base salary + \$1,000 for “effective” evaluation or \$2,000 for “highly effective” evaluation (earned dollars would become part of new base salary)

Car allowance, \$675 per month to be used to purchase vehicle over 60 months with retention rights at the end of the period (June 30, 2018) as a form of longevity incentive. If the administrator leaves MCESA prior to June 30, 2018, the vehicle transfer will be forfeited.

7. **BENEFITS.** A. During the term of this Contract, the Administrator shall be entitled to purchase any benefits offered by MCESA to full-time, administrative staff in accord with Board policy and regulations of the providers.

B. The Administrator is entitled to all other benefits provided by MCESA to full-time administrative staff in accord with Board policy, except for vacation as defined below.

C. The Administrator is entitled to all benefits mandated by law.

8. **VACATION.** The Administrator will be entitled to twenty (20) days per year of paid vacation. The Administrator will not schedule vacation during a time when his presence and leadership are critical to the Educational Service Agency as determined by the Board President. The President of the Board shall always be informed by the Administrator in advance of any time the Administrator plans to be on vacation or otherwise absent, or away for more than three (3) consecutive business days, or when the Administrator anticipates being absent from a Board meeting.

9. **CONFERENCES.** The Administrator shall attend appropriate professional conferences at the state and national level, approved in advance by the Board. Reasonable and necessary receipted expenses shall be reimbursed. Time away from the Educational Service Agency and/or the duties and responsibilities of his position shall be limited and reasonable as determined by the Board.

10. **PROFESSIONAL MEMBERSHIP.** The Educational Service Agency agrees to pay the Administrator's professional dues for membership in MASA, AASA, MAISA, AESA, and dues for one service organization active in Midland.

11. **INDEMNIFICATION.** The Board agrees that it shall defend, hold harmless and indemnify the Administrator from any and all demands, claims, suits, actions and legal proceedings brought against said Administrator in his/her individual capacity, or in his/her official capacity as an agent and employee of the Educational Service Agency, provided the incident arose while the Administrator was acting within the scope of his/her employment.

The Board shall provide liability insurance for the Administrator to cover legal expenses in defense of claims and payment of judgments and resulting from his/her functioning as Administrator and will reimburse said employee for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

13. **TERMINATION.** If at any time the Administrator fails to maintain the credentials and qualifications for the position of superintendent as required by this Contract, the Contract shall automatically terminate and the Administrator may be discharged. Additionally, the Board may terminate this Contract at any time in accordance with Board policy, which shall include but not be limited to violation of or failure to uphold Board policy. The Board shall not arbitrarily or capriciously dismiss the Administrator. Upon contract termination pursuant to this Paragraph or upon lapse of the Contract pursuant to #4 above, the obligations of the parties to one another shall end except as otherwise provided in this Contract or as may be agreed to by the parties in writing.
14. **MORAL TURPITUDE.** The Administrator is prohibited from engaging in conduct involving moral turpitude. The Agency may void this Contract if the Administrator violates this provision.
15. **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.
16. **GOVERNING LAW.** This contract shall be governed by and interpreted in accordance with the School Code and laws of the State of Michigan.

Kevin Heye, President, MCESA Board of Education

Date

John M. Searles, Superintendent

Date