



Midland Public Schools

600 E. CARPENTER STREET • MIDLAND, MI 48640

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CONTRACT FOR SUPERINTENDENT OF SCHOOLS August 9, 2011 – JUNE 30, 2016

This Agreement is made this 9th day of August 2011, between the Board of Education of Midland Public Schools (the "Board"), and Carl R. Ellinger (the "Superintendent"). Said terms of this new Agreement only affect the length of contract previously authorized by the Board of Education for the 2010-2015 Agreement. All other provisions of the previous Agreement (2010-2015 Agreement) remain the same and are included in the 2011-2016 contract.

Based upon the mutual covenants contained herein and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Term. The Board agrees to employ Superintendent as Superintendent of Midland Public Schools for a term of approximately five (5) years, from August 9, 2011 to and including June 30, 2016, subject to extension and to earlier termination in accordance with the terms of this Agreement.

2. Duties. Commencing as of August 9, 2011, the Superintendent shall perform the following duties:

a. The Superintendent agrees, during the period of this Agreement, to faithfully perform the duties and obligations in such capacity for Midland Public Schools including, but not limited to, those duties required by the Michigan Revised School Code and those administrative duties assigned by the Board.

b. The Superintendent shall act as an advisor to the Board on matters pertaining to school administration, and shall inform the Board as to administrative action taken on its behalf.

c. The Superintendent shall faithfully and diligently fulfill all of the duties and obligations incumbent on him as the executive head of the administration of Midland Public Schools.

d. The Superintendent represents that he meets and shall continue to meet, all qualifications required by law, including State of Michigan certification and continuing education requirements.

e. The Superintendent shall serve as a full time employee of the Board based on a twelve (12) month work year.

3. Extension of Term. During the term of this Agreement, the Board may determine to propose an extension of this Agreement for a period of one or more additional years (at no time, however, shall the remaining term of this Agreement exceed five (5) years). The Board shall notify the Superintendent in writing of any proposed extension. If an extension is proposed, the Superintendent shall have the opportunity to accept the extension by providing written notice of acceptance to the Board within thirty (30) days of receipt by the Superintendent of the notice of proposed extension from the Board.

4. Evaluation. The Board shall evaluate the Superintendent at least annually using the criteria and evaluation process used by the Midland Public Schools in the evaluation of administrative staff generally.

5. Compensation. The Board agrees to pay to the Superintendent an annual salary of One Hundred Fifty Thousand Two Hundred Forty-Eight Dollars (\$150,248), payable in accordance with the payroll policies for administrative employees of the Midland Public Schools.

The Board shall review this salary annually and it is subject to an upward revision upon agreement by the parties. In no event shall this salary be decreased. The decision of the Board shall be communicated to the Superintendent on or before July 1st of each year of this Agreement.

In addition to the aforementioned compensation, and any elective salary reduction contributions made by the Superintendent to a tax-deferred annuity program, the Board agrees to annually contribute directly to such annuity the amount of Ten Thousand Dollars (\$10,000) which amount is additional remuneration for services provided as superintendent. Such annual contribution shall be made between November 15 and December 15 each year during the Term of this Agreement. In addition to that \$10,000 amount, the Board, at the written request of the Superintendent, and in accordance with state and federal statutes, will withhold and transfer an amount of the Superintendent's compensation annually, semi-annually or monthly, as designated by the Superintendent in writing, as an elective salary reduction contribution to a tax-deferred annuity program approved by Board policy. Such elective deferrals by the Superintendent shall be in addition to the annual contribution to be made by the Board, and described in the preceding paragraph. The Superintendent shall be solely responsible for any tax consequences and/or penalties resulting from his elective salary reduction contributions under this provision.

6. Retirement and Deferred Compensation. The Superintendent shall be eligible to participate in the retirement programs of the Midland Public Schools on the same basis as all other full-time administrative employees of the Midland Public Schools. In addition, the Midland Public Schools has established a plan under Internal Revenue Code Section 457 for the benefit of the Superintendent, and agrees to deposit the sum of Five Thousand Dollars (\$5,000) in such plan no later than July 31 of each year during the term of this Agreement.

7. Fringe Benefits. The Superintendent shall be offered the opportunity to participate in the same comprehensive fringe benefit programs provided to other full-time administrative employees of the Midland Public Schools and any other additional benefits heretofore or hereafter provided by the Board in writing. Although the Board expects to continue its current benefit plans

and programs, the board reserves the right to modify, amend, suspend, or terminate any plan, program, benefit, or contract in whole or in part at any time and for any reason. For the first year of this agreement, 2011-2012, the Superintendent will contribute 3% of his gross wages for full family insurance coverage; subsequent contributions will be determined on an annual basis.

8. Vacation. The Superintendent shall be entitled to 30 days of vacation annually. Such vacation shall be subject to the rules and procedures applicable to vacation time of administrative employees of the Midland Public Schools generally, except that the maximum number of vacation days which may be carried over from one year to the next shall be 35 rather than 30 as stated in the general policies of Midland Public Schools.

9. Transportation. The Board shall provide the Superintendent with an automobile. Midland Public Schools shall incur the cost of insurance and maintenance of said automobile.

10. Tenure. The Superintendent shall not be deemed to be granted continuing tenure in the capacity of Superintendent by virtue of this Agreement.

11. Termination. The parties may, by mutual consent, terminate this Agreement at any time. This Agreement shall end upon the death of the Superintendent, and may be terminated by the Board or by the Superintendent in the event of permanent disability of the Superintendent as shown by competent medical evidence.

The Superintendent shall be subject to discharge for good and just cause.

In the event the Board seeks to discharge the Superintendent and terminate this Agreement, it shall serve on the Superintendent written notice that termination of this Agreement is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen (15) days after receipt from the Board of written notice that Agreement termination is under consideration, the Superintendent may file with the Board a written request for a hearing before the Board, which shall be held within twenty (20) days after receipt of such request. The Board shall render its decision within fifteen (15) days of such hearing and shall send a copy of its decision setting forth the reasons and evidence relied on to the Superintendent. The Board's decision shall be based on the evidence presented at the hearing.

Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to legal counsel at his own expense.

Notwithstanding the above, the Board may immediately suspend the Superintendent from his duties, with pay, when serious misconduct is alleged.

12. Professional Dues. The Board shall pay the association dues for the Superintendent's membership in professional organizations of school administrators or approved community organizations in an amount not to exceed \$1,000 for any year during the term of this Agreement without the advance approval of the Board.

13. Medical Examination. The Superintendent agrees to have a comprehensive medical examination biannually at the expense of the Board. A statement prepared by the examining physician certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information.

14. Professional Growth. The Superintendent may attend professional meetings at the local, state and national levels, the expenses of which shall be paid by Midland Public Schools. Provided, however, such expenses shall be reasonable in amount and shall be approved in advance by the President of the Board.

15. Severability and Interpretation. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall still be enforceable in accordance with their terms. If any provision of this Agreement is held by such a court to be overbroad as written, such provision shall be deemed amended to narrow its' application to the extent necessary to make the provision enforceable according to applicable law, and shall be enforced as amended.

16. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby and shall not be changed or terminated except by written amendment signed by the parties hereto. This Agreement supersedes any other agreements, whether oral or written, between the parties with respect to the transactions contemplated by this Agreement.

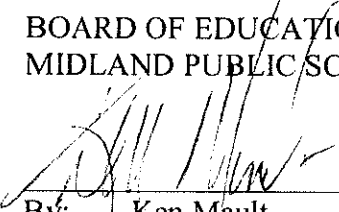
17. Interpretation. No provision of this Agreement shall be interpreted or construed in favor of, or against, either party by reason that one party or the other drafted such provision.

18. Notice. Any notice under this Agreement shall be effective when personally delivered, or sent by certified mail, to the current address of the Superintendent or of the President of the Board, as the case may be.

19. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

BOARD OF EDUCATION
MIDLAND PUBLIC SCHOOLS


By: Ken Mault
Its: President

SUPERINTENDENT


Carl R. Ellinger