

**MASON CONSOLIDATED SCHOOLS
SUPERINTENDENT OF SCHOOLS
CONTRACT**

THIS AGREEMENT made and entered into, this 27th day of February, 2012 by and between the Board of Education (the "Board") of Mason Consolidated Schools (the "School District"), a governmental entity organized and existing under the laws of the State of Michigan, and David Drewyor (the, "Superintendent") as follows:

1. The Board agrees to employ David Drewyor as the Superintendent for its schools for a term of five (5) years from July 1, 2012 to and including June 30, 2017. This contract is based on a 260 day work year.

2. **Duties:** The Superintendent agrees, during the period of this contract, to faithfully perform the duties and obligations in such capacity for the school district including, but not limited to, those duties required by the Revised School Code and by Board policy and guidelines. 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, procedures and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School Board.

3. **Qualifications:** Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Department of Education and those required by the Board to serve in the position assigned. Additionally, the Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as area as may be required by law and/or by the State Board of Education. The Superintendent shall meet the requirements for North Central Association of Accreditation. If at any time, the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligation hereunder. Superintendent agrees to apply for Michigan teaching certificate and Michigan administrator's certificate within thirty (30) days of his commencement of employment with the School District.

4. **Compensation.** The Board agrees that in consideration for the Superintendent's employment, it will pay the Superintendent at the rate of not less than \$107,100 for the 2012-2013 school year.. The compensation for each year of the contract after the 2012-2013 school year will be negotiated but will not be less than \$107,100. The payments are to be made in equal installments to be paid every two weeks during the contract period. The Board

retains the right to adjust the annual salary of the Superintendent during the term of this Contract with the salary adjustment not to reduce the annual salary below the figure stated above. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.

In addition, the Board shall provide to the Superintendent an annual annuity in the amount of \$3000, with \$1500 payable on December 31 and \$1500 payable on June 30 of each year of this Agreement.

5. **Insurance Benefits.** The Superintendent shall receive medical, dental, vision and group long-term disability insurance as provided to other administrators of the School District. The aforementioned insurance coverage (medical, dental, vision, and long term disability) is subject to change at any time on the same basis as changed for full time professional administrative staff. The Board reserves the right to obtain coverage for the above insurance benefits through carriers appointed by the Board.

6. **Other Benefits:** Other benefits afforded to the Superintendent shall be as follows:
 - a. **Transportation Allowance.** The Board shall provide the Superintendent with a monthly stipend to cover transportation costs within Monroe County required in the performance of his official duties during his employment under this Contract. The monthly transportation stipend of \$350.00 shall be due on or about the first of each month.
 - b. **Relocation Allowance.** The Board shall pay up to \$2000 for expense incurred by the Superintendent to relocate from his present residence at 2231 White Oak Court, Holland, OH 43528 to a residence within the District boundaries.
 - c. **Sick Days.** The Superintendent shall receive fifteen (15) sick days per contract year and shall be permitted to accumulate up to one hundred and sixty (160) days. After three (3) years of consecutive years of service at the School District, the Board agrees to pay \$10.00 for each unused sick day, up to one hundred and fifteen (115) days at such time as the Superintendent terminates his employment with the School District.
 - d. **Sick Days upon Employment.** The Superintendent shall receive thirty (30) sick days upon employment.
 - e. **Business/Personal Days.** Business and/or personal days are allowed at the rate of three (3) per year. Any unused business/personal days prior to June 30th will be transferred to accumulated sick leave.
 - f. **Funeral Leave.** The Superintendent shall be allowed up to five (5) days with pay for the death of a family member. An additional five (5) days,

taken from the Superintendent's sick days, may be approved by the Board.

g. **Life Insurance.** The Superintendent shall receive a \$250,000 life insurance policy.

h. **Vacation.** The Superintendent shall be provided with vacation days as follows on an annual basis (July 1-June 30):

1-4 years district experience : Twenty (20) days annually

5-9 years district experience: Twenty-five (25) days annually

10 + years district experience: Thirty (30) days annually

Superintendent shall use at least 50% of his vacation days during each contract year (July 1- June 30) and any remainder shall be compensated at his daily rate by June 30.

i. **Holidays.** The Superintendent shall be entitled to the following paid holidays:

New Year's Eve day

New Year's day

Memorial Day

July Fourth

Labor Day

Good Friday

Thanksgiving day

Day following Thanksgiving day

Christmas Eve day

Christmas

Day following Christmas day

President's day

Martin Luther King day

j. **Liability Coverage** – The Superintendent shall be covered under the District's Comprehensive General Liability Policy or other appropriate group liability policies up to \$1,000,000 in coverage for each occurrence.

k. **Payment of Professional Dues** – Annual membership dues for MASA, AASA, and ASCD state and national professional organizations shall be paid by the Board.

7. **Professional Development.** The Board expects the Superintendent to continue his professional development and expects him to participate in relevant learning experiences. The Superintendent may attend appropriate professional meetings at the local, state and one (1) national level conference or an equivalent seminar, the expenses of said attendance to be incurred by the School District. The Superintendent shall request prior Board for national event attendance and travel. Such request to the Board shall include estimated expenses for the national level conference. The Superintendent shall file an itemized expense statement with the Chief Financial Officer for all local, state and national conferences.

8. **Evaluation.** The Board shall evaluate the Superintendent, at least annually, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. In the event the Board and the Superintendent can not reach agreement on criteria and/or the evaluation process, the Board has the final authority to set the criteria and /or process.
9. **Physical Examination.** The Superintendent will be provided a fully paid annual physical examination during the term of this Contract.
10. **Disability.** During the term of this Contract, the Superintendent's salary will be continued by the School District for the first thirty (30) days (until LTD coverage begins) for temporary incapacity due to illness or other disability and deducted from his accumulated sick leave. At any time the Superintendent has been incapacitated by illness or otherwise for a continuous period exceeding six (6) calendar months, the School District may terminate this contract by furnishing written notice to the Superintendent.

As used herein, the term "incapacity" means inability to perform full-time duties as Superintendent. The School District reserves the right to require satisfactory proof of any such incapacity, and in this connection to have the Superintendent examined by a physician of its choice and at its expense.

11. **Tenure.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in such capacity or in any other capacity other than that of a classroom teacher. Nor shall the decision of the Board not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than a classroom teacher as may be required by tenure law, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.
12. **Contract Extension.** The Board shall annually, on or before March 31 during each year of this contract, take official action determining whether or not it is extended for an additional year and notify the superintendent of its action in writing. If no action is taken by the board, the contract shall be deemed to have not been extended for an additional year.
13. **Contract Non-renewal.**—The Board specifically reserves the right to not renew this contract or any extension of the contract regardless of cause or reason. Pursuant to Section 1229 of the Revised School Code , if the Board of Education intends to let the superintendent's contract expire, it must provide the superintendent with written notification of the board's decision not to renew the contract at least ninety (90) days prior to the contract's expiration date. If the board does not comply with this requirement, the superintendent's contract is automatically renewed for an additional one (1) year period.

14. **Termination.** The Board shall be entitled to terminate the Superintendent's contract at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if the Superintendent materially breaches the terms and conditions of this Agreement, or for any other reason which is not arbitrary and capricious. The Superintendent will be entitled to written notice of charges and an opportunity for a hearing before the Board if the Board undertakes dismissal of the Superintendent. In the event of termination of employment during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.
15. **Indemnification.** The Board agrees to indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, damages, and liabilities, including costs and expenses by any third party, asserted against the Superintendent, arising from actions taken or decisions made within the scope of his employment during the term of this Contract, notwithstanding that said claims may be asserted after expiration or termination of this Contract. The Superintendent shall give the Board written notice of the nature of any such claim and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at his own cost and expense, employ counsel to assist in such defense.
16. **Arbitration.** The parties agree that any dispute or controversy involving the provisions, obligations or rights of this Agreement shall be submitted to binding arbitration. Such arbitration shall be conducted according to the rules of the American Arbitration Association. The arbitrator's fee and the cost of the American Arbitration Association shall be shared equally between the parties. All parties may have representation but shall be responsible for the cost of same. Arbitration shall be filed within 180 days of the alleged breach of contract.
17. **Entire Contract.** This Contract constitutes the sole and entire existing agreement between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations and restrictions imposed upon the Board and the School District. Provided, that this contract is voidable pursuant to the provision of the Revised School Code pertaining to criminal history background checks and unprofessional conduct checks. In order to be valid and binding, all changes and modifications to the Agreement shall be in writing, approved by the Board of Education and signed by the Superintendent and the Board of Education.
18. **Governing Law.** This Agreement is governed by the laws of the state of Michigan.

IN WITNESS WHEREOF the parties hereto set their hand this 27th day of February, 2012.

BOARD OF EDUCATION

By: Sandra Sobh
President

By: David A. Draper
Superintendent

By: Isis Gunn
Secretary