

BRANDON SCHOOL DISTRICT
CONTRACT OF EMPLOYMENT

Superintendent of Schools

THIS CONTRACT OF EMPLOYMENT is entered into this 1st day of July 2011, by and between the Board of Education of the Brandon School District, hereinafter "Board" and Ms. C. Lorraine McMahon hereinafter "Superintendent," according to the terms and conditions described and set forth herein.

1. Term of Employment.

Pursuant to Section 1229(1) of the Revised School Code, MCL 380.1229(1), the Board hereby employs Superintendent for a three-year period commencing on July 1, 2011, and ending on June 30, 2014.

2. Duties and Responsibilities.

Superintendent shall competently perform the duties and responsibilities of the position of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board.

3. Tenure Exclusion.

Superintendent shall not acquire or be deemed to be granted continuing tenure in any capacity other than that of a classroom teacher as may be conferred by law and is hereby expressly denied tenure in any capacity other than a classroom teacher, as permitted by Article III, Section 1(6) of the Tenure Act, MCL 38.91(6).

4. Salary Compensation.

Superintendent shall be paid a compensation of \$125,000.00 for the 2011-2012 school year. The Board shall review the salary for Superintendent annually and may increase the annual salary of Superintendent during the term of this Contract. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract when executed by Superintendent and the Board.

The annual salary shall be paid in biweekly payments beginning with the commencement of the fiscal/contract year (July 1-June 30). Upon separation of the Superintendent during any fiscal/contract year, her annual salary shall be adjusted to reflect payment for the number of work days for which services were actually and personally rendered during the fiscal/contract year.

Commencing with the 2011-2012 school year and each year of this contract, the Board will purchase an annuity in the amount of \$8,000.00 on behalf of the Superintendent. The choice of provider for this annuity is decided by the Superintendent.

5. Vacation, Personal Business, and Bereavement.

Superintendent shall be granted five (5) paid personal business leave days per fiscal year. Personal business leave days must be used within the fiscal year and will not be cumulative.

Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year. All unused vacation days shall be carried over into the following year. Compensation for all unused days shall be paid to the Superintendent at her per diem rate and shall occur upon termination of employment. The total days of compensation shall not exceed fifty (50) days.

Superintendent shall schedule use of personal business leave days and vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District.

Superintendent shall be granted three (3) bereavement days per occurrence in immediate family.

6. Holidays.

Superintendent is entitled to the following holidays ten (10) days for which no service to the School District is required as follows:

Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
The Day after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
The Day Before or the Day After Christmas	Fourth of July

7. Personal Illness or Disability.

If the Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of fifteen (15) paid leave days in each year of employment pursuant to this Contract. Unused paid leave days shall accumulate to a maximum of ninety (90) days. Upon termination of employment and within the provisions of MSPERS, the Superintendent shall be paid for 50% of accumulated sick leave at per diem.

Initially, upon commencement of employment ninety (90) paid leave days shall be provided in the event the Superintendent's mental and/or physical incapacity to perform the duties of her office, for purpose of recovery, which are not cumulative and shall be reduced each contract/fiscal year by the number of leave days available to the Superintendent through her accumulation of paid leave days. The Superintendent shall first exhaust any of her accumulated paid leave days prior to using leave days granted under this provision.

Medical certification shall be supplied by the Superintendent as a condition of any extended leave for the purpose of recovery from a mental and/or physical

incapacity. If the Board has reason to doubt the validity of the medical certification supplied by Superintendent it may require a second opinion at Board expense.

Superintendent may request a ninety (90) work day unpaid leave extension in the event of her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is reasonable likelihood that Superintendent will be able to resume her duties at the end of the extended leave interval. Medical certification shall be supplied by Superintendent as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Superintendent is unable or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Superintendent shall provide to the Board a fitness for duty certification from Superintendent's health care provider.

8. Medical Examination.

Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any underwriter, policyholder or third party Administrator providing insurance programs specified under this Contract. Additionally, Superintendent shall have a comprehensive medical examination annually and have a statement certifying the physical competency of Superintendent to perform her duties and responsibilities submitted to the President of the Board to become part of the Superintendent's employment records. Any medical examination under this provision shall be at Board expense. Any information obtained from medical examinations under this provision shall be considered and treated confidentially.

9. Insurance Benefits.

Upon proper application and acceptance for coverage by the appropriate insurance underwriter, policyholder and/or third party administrator, the Board shall make premium payments on behalf of Superintendent for insurance coverages comparable to those described as follows: (subject to change pending negotiations with all union contracts)

- a. Health Insurance MESSA CHOICES II, Full Family with \$10/\$20 Rx card
- b. Dental Insurance DELTA DENTAL 100/100/90/90
- c. Vision Insurance MESSA VSP-3 Plus Vision Insurance
- d. Term Life Insurance Upon proper application and acceptance for coverage by the insurance company, the Board shall make premium payments to provide

Superintendent with term life insurance coverage in the amount of twice her annual salary compensation.

e. Long Term Disability Insurance The Board agrees to provide a long-term disability insurance plan, which will provide a monthly benefit assuring Superintendent 66.67% of her monthly salary compensation and will have a qualifying period of three (3) consecutive months of disability. Terms and conditions established by the long-term disability carrier shall be governing for benefits under this plan.

The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverages, provided that comparable coverage, as determined by the Board, is maintained during the term of this Agreement.

The Superintendent shall be entitled to participate in any benefit or incentive plans which are offered to certified staff or administrators.

The Superintendent will make co-payments of 5% of compensation costs towards the cost of health benefits for fiscal year July 1, 2011 – June 30, 2012. The actual dollar amount will be determined when the district knows the 2011-2012 MPSERS rate and the cost of insurance benefits.

10. Expense Reimbursement.

Superintendent shall be reimbursed for travel, meals and lodging related to the performance of her duties and responsibilities in accordance with expense and reimbursement procedures established by the Board. Any expense to be incurred by Superintendent for out-of-state travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of her actual and necessary expenses in accordance with direction of the Board.

11. Professional Dues and Meetings.

The District shall pay the Association dues of the Superintendent for the National Association of School Administrators, the Michigan Association of School Administrators and MASA Region in which the School District is located as well as other appropriate affiliations as approved by the Board.

The Superintendent may attend meetings of these professional organizations at the local and state levels. The expenses of said attendance to be paid by the Board as an expense related to performance of Superintendent's duties and responsibilities. Subject to prior approval by the Board, the Superintendent may attend appropriate professional meetings at the national level and shall be reimbursed for any registration fees, tuition, travel, lodging and/or reasonable meal expenses for himself in relation thereto which are not prepaid by the Board.

12. Cellular Telephone and Computer.

The Board shall provide Superintendent with a mobile cellular telephone and home computer for conducting the duties and responsibilities of her position.

13. Evaluation.

Superintendent's performance shall be evaluated by the Board annually, not later than March 1. Superintendent shall notify the Board not later than January 15 of the Board's obligation to do so. Failure to provide such notice shall waive this obligation.

Superintendent shall be informed of the criteria and procedure by which her performance will be evaluated by the Board by October 1 of the fiscal year in which the evaluation is to be made. Superintendent shall be consulted in the development of the criteria and procedure for evaluation of her performance by the Board.

14. Termination and Discharge.

The Board shall be entitled to terminate and discharge the Superintendent from employment at any time during the term of this Contract for reasonable and just cause or if Superintendent materially breaches any of the terms and conditions of the Agreement. In the event that the Board undertakes to terminate and discharge Superintendent from employment during the term of this Contract, he shall be entitled to written notice of charges and after ten (10) days following that written notice, an opportunity for a hearing before the Board. Said hearing shall be public or private at the option of the Superintendent. At such hearing, she may have legal counsel and present witnesses on her behalf at her own expense. In the event of termination and discharge of Superintendent from employment during the term of this Contract, the Board shall have no further obligation to Superintendent under the terms of this Contract as of the date of the termination and discharge.

15. Extension and Non-Renewal.

The Board shall renew this Contract annually with the Superintendent, and shall on or before April 1 of each year consider taking action to either extend or not extend the Contract with Superintendent for an additional year. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year. If the Board decides to extend the Contract with Superintendent for an additional year, a new Contract of Employment shall be issued, the substantive terms of which shall be identical to the terms of this Contract, with the dates of the term of the Contract to be changed to reflect the new period of employment. If the Board decides not to extend the Superintendent's Contract of Employment for an additional year or does not make any decision with respect to the extension of the Superintendent's Contract of Employment, the terms of this Contract shall remain in force for its original term without modification. Superintendent shall notify the Board of this provision of the Contract annually and not later than March 1 of each year of the Contract. Furthermore, the Board

shall provide Superintendent with notice of the nonrenewal of this Contract at least ninety (90) calendar days prior to its expiration.

16. Professional Liability Insurance.

The Board agrees to maintain errors and omissions insurance coverage for employees of the School District, which shall include the Superintendent while engaged in the performance of her duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of her authority as Superintendent of Schools. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage.

17. Entire Agreement and Understanding.

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no representations, promises, contracts or understandings written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining, connected with, or arising in any manner out of the employment of the Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by 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 of this Contract at anytime.

18. Severability of Contract Provisions.

If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect in all other respects without said provision(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

19. Execution of Contract.

This Contract is executed by the Board on behalf of the Brandon School District pursuant to the authority granted and contained in the resolution of the Board adopted on May 9, 2011, the same being incorporated herein by reference.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed on this _____, by affixing their signatures as follows:

BRANDON SCHOOL DISTRICT

By: *C. Lorraine McMahon*

C. LORRAINE MCMAHON
SUPERINTENDENT

Date: 5-13-2011

BOARD OF EDUCATION

By: *Deborah M. Schummer*

DEBORAH SCHUMMER
PRESIDENT

Date: 5/13/2011

By: *Debra Brady*

DEBRA BRADY
SECRETARY

Date: 5/12/2011