

**MARION PUBLIC SCHOOLS
CONTRACT OF EMPLOYMENT
SUPERINTENDENT**

THIS CONTRACT, entered into this 25th day of June 2012, between the Marion Board of Education, hereinafter called "Board" and Gregory Mikulich hereinafter called "Superintendent".

WITNESSETH:

1. DUTIES

The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He also agrees to fulfill all duties and obligations of the Marion Elementary School Principal's position. 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 as to administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the administrative section of the school system and the School District.

2. TERM

The Board agrees to employ the Superintendent as Superintendent of Schools for the term of one year from July 1, 2012 through June 30, 2013.

Not later than March 31st, 2013 the Board will determine whether or not to extend this contract beyond its current expiration date of June 30, 2013. If the Board determines to extend the contract, the contract will be extended for an additional one (1) year period and will be amended to reflect an expiration date of June 30, 2014. This same process will be used in renewing subsequent contracts.

3. EVALUATION

The Board shall evaluate the Superintendent, at least annually on or before March 31st, using the criteria and an evaluation process mutually agreed to by the Board and the Superintendent. It shall be the responsibility of Superintendent to schedule an evaluation with the Board by February 15th annually.

4. TENURE

It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the above described position or any other administrative position.

5. COMPENSATION

The Board agrees to pay the Superintendent for his services during each year of said Contract in 24 equal bi-weekly installments beginning with the commencement of the Contract year (July 1st- June 30th.) Compensation shall be the amount allowable under Michigan Law not to exceed \$30,000 annually. If the Superintendent lives in the district, a 2% increase will be added. Said salary shall be reviewed annually and is subject to upward revision by agreement of the parties.

6. FRINGE BENEFITS

The Board shall provide the Superintendent with the following benefits:

- a. Dental insurance
- b. Vision insurance
- c. \$200,000 Term life insurance with AD & D
- d. Long Term Disability
- e. Twenty (20) vacation days per Contract year. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. A maximum of seventeen (17) vacation days may be carried over year-to-year in any one year. The Superintendent shall not be required to work during the scheduled Christmas and Spring Breaks nor the following Holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving Day.
- f. Twelve (12) sick days per Contract year for absence from duty on account of personal illness or disability with the Board reserving the right to require a doctor's statement for any. Unused paid leave days hereunder shall be cumulative to a maximum one hundred sixty-seven (167) days for absence due to personal illness or disability of Administrator. A sick leave bank of fifty (50) days may be utilized by the Superintendent upon exhaustion of all accumulated sick leave with Board approval.
- g. Up to three (3) days per incident for the death of a spouse, offspring or sibling.
- h. Two (2) personal days are allowed yearly with no accumulation.
- i. Upon retirement the Superintendent will be provided with a key to the High School weight room. He and his wife Maria shall have access to the weight room and shall be entitled to use of the weight room for the remainder of their lives. If the locks and keys are changed, a new key shall be provided to the Superintendent or his wife. This clause is legally binding on all future Boards and administrators.
- j. Upon retirement, the Board will pay to the Superintendent an amount equal to the current substitute rate per day for sick/personal days accumulated up to twenty-five(25) after July 1st of the year of retirement.

7. TRANSPORTATION AND OTHER EXPENSES

The Superintendent shall be eligible to be reimbursed for all expenses incurred in the discharge of his duties in accordance with the per diem expense and reimbursement standards and procedures established by the Board. The Board shall pay the Superintendent mileage at the current I.R.S. rate when using his vehicle on Board business.

8. ANNUITY COMPENSATION

The Board, upon the request of the Superintendent, shall withhold from his salary and transfer such sums as he shall designate, to a tax-deferred annuity program of the Superintendent's choosing.

9. PROFESSIONAL GROWTH

The Superintendent shall be reimbursed for his expenses for attending appropriate professional meetings at the local, state and national levels and for any other reasonable out-of-pocket expenses incurred on behalf of the Board. The Board will pay up to \$3000 for tuition costs for graduate course work for the Superintendent.

10. PROFESSIONAL DUES

The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

11. PROFESSIONAL LIABILITY PROTECTION

The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his or her authority. The policy limits for this coverage shall be not less than \$1,000,000 per occurrence with an aggregate policy limit of \$1,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the school district shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and indemnification to the Superintendent as is authorized under MCLA 691.1408.

12. MEDICAL EXAMINATIONS

The Superintendent shall be entitled to have a bi-annual physical examination, with any uninsured costs associated with that examination to be paid by the Board.

The 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, upon request of the Board, Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

13. TERMINATION PROVISIONS

The Superintendent shall be subject to discharge for good and just causes but the Board shall not arbitrarily or capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a fair hearing before the Board after ten (10) days notice in writing. At such hearing, he may have legal counsel at his own expense.

The Administrator shall be entitled to terminate this contract upon at least 30 days prior written notice to the board.

14. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of the Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

15. BREACH

In the event of a breach on the part of either party to this Contract, nothing contained herein shall be construed to render the obligations of either party under this Contract null and void.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

BOARD OF EDUCATION OF THE
MARION PUBLIC SCHOOLS
OSCEOLA AND CLARE COUNTIES, MICHIGAN

President

Secretary

Superintendent

Date

Date