

**CHESANING UNION SCHOOLS
RESPONSE TO REQUEST FOR PUBLIC INFORMATION UNDER
THE FREEDOM OF INFORMATION ACT**

TO: Mackinac Center for Public Policy
Attn: Alexa Malesky
malesky@mackinac.org

The Chesaning Union Schools District ("School District") responds to your written request for public records under the Freedom of Information Act, which was dated July 6, 2016 and received in the School District office on July 6, 2016.

Note: A written request made by facsimile, electronic mail, or other electronic transmission is not considered "received," as a matter of law, until one business day after the electronic transmission is received.

- Because of unusual circumstances, the School District required an additional ten (10) business days to respond to your request for the following public records (s):
- The School District shall respond to your request by _____. The reason (s) for the extension include the need to:
 - Search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to a single request.
 - Collect the requested public records from numerous field offices, facilities, or other establishments which are located apart from the particular office receiving or processing the request.
 - Other:

Your request is DENIED because:

- The following public record (s) do not exist under the name given by the requester or by another name reasonably known to the School District.
- The following public record (s) or a portion thereof are exempt from disclosure under Section (13) 15.243 (2) of the Act for the reason (s) provided:

Your requested is GRANTED for the following public record (s):

Request: Copy of the current superintendent contract.

- Copies of those records are attached.
- You may inspect the public record (s) at this office on _____, 200__, at the time of _____. Copies of those public records (or identified portions thereof) may also be ordered.
- You may obtain copies of those public records by first paying a fee of \$ _____ for the costs of identified on the next page:

You will be responsible for the following cost (s):

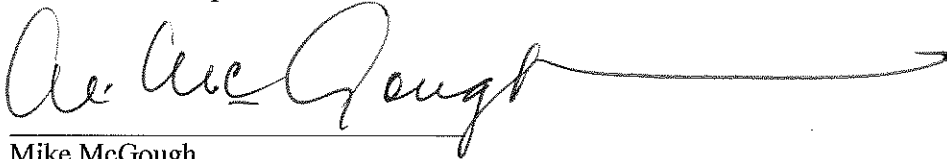
- Due to the nature of this request, failure to charge this fee for labor, costs of duplication, mailing, search, examination, review, deletion and separation of exempt from non exempt information would result in unreasonably high costs to the School District.
- Actual incremental duplication costs
(_____ copies @ .00730 per page and paper cost at .0044 per sheet) \$ _____
- Actual mailing cost \$ _____
- Labor costs for duplication, mailing, search, examination, review, deletion & separation of exempt from nonexempt information
(_____ hours @ \$16.30 per hour which includes FICA and retirement) \$ _____

TOTAL NO CHARGE

- The requested public record (s) will be copied after you have paid a deposit of \$ _____, which is one half of the copying charge of \$ _____, which you must pay in full to obtain the requested record (s).
- This fee is reduced by a maximum of \$20.00 because the requester has submitted an affidavit stating that he/she is receiving public assistance or cannot pay the fee due to indigency.
- The fee is __ waived or __ reduced by \$ _____ because the School District has determined that a fee waiver or reduction is in the public interest.

Date:

Approved by:



Mike McGough
Superintendent
Chesaning Union Schools

RIGHT TO APPEAL DISCLOSURE DENIAL

If the School District makes a final determination to deny a request or a portion thereof, the requester may submit to the Board President a written appeal that specifically stated the word "appeal" and identifies the reason or reasons for reversal of the disclosure denial.

RIGHT TO SEEK COURT REVIEW OF DENIAL

If the School District makes a final determination to deny a request or a portion thereof, the requester may commence an action in the circuit court to compel disclosure of the public records. If the court determines that the public records are not exempt from disclosure, the court shall order the School District to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. The court shall determine the matter de novo and the burden is on the School District to sustain its denial. Failure to comply with an order of the court may be punished as contempt of court. If a person asserting the right to inspect, copy or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may in its discretion award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. In an action commenced pursuant to this section, if the court finds that the School District has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the right to inspect or receive a copy of a public record.

**CHESANING UNION SCHOOLS
CONTRACT OF EMPLOYMENT**

SUPERINTENDENT

It is hereby agreed by and between the Board of Education of the Chesaning Union Schools (hereinafter "Board") and Michael McGough (hereinafter "Superintendent") that, pursuant to Section 1229(1) of the Revised School Code of the State of Michigan (or their successor provisions), the Board in accordance with its action found in the minutes of its meeting held on the 14th day March, has and does hereby employ the said administrator commencing on March 14, 2016, and ending on March 13, 2021, according to the terms and conditions as described and set forth herein as follows:

1. The Superintendent shall perform the duties of the Superintendent as prescribed by the Board pursuant to the Revised School Code of the State of Michigan as may be established, modified, and/or amended from time to time by the Board. The Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.
2. The 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 the continuing education requirements for the position assigned, as may be required by the State Board of Education. 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, this Contract shall automatically terminate and the Board shall have no further obligations hereunder.
3. The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. The Superintendent agrees to faithfully perform all duties as assigned by the Board and to comply with the directives of the Board with respect thereto. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and Board policies and goals of the School District for which he is responsible during the entire term of this Agreement. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.
4. Compensation. The Superintendent shall be paid at the annual (i.e., July 1 – June 30) salary rate of Ninety-Five Thousand, Three Hundred and Sixty-Five Dollars (\$95,365.00) in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board as set forth herein.

The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this Contract. Any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed herein above except if the Superintendent fails to work a full year (i.e., 52 weeks). In such case, the salary may be reduced on a per diem basis. Any adjustments in salary made during the term of this Contract shall be in the form of a written amendment and when executed by the Superintendent and the Board, shall become a part of this Contract.

The Board shall provide an annual 403(b) tax sheltered annuity of Five Thousand Dollars (\$5,000.00).

The Superintendent is entitled to annual Longevity Pay commensurate with the amounts outlined in the CEA contract for years of service to the District beginning at 25 years. Payment may be divided equally between 26 pay periods or in a lump sum, at the Superintendent's discretion.

5. The Superintendent is employed on the basis of fifty-two (52) weeks of work per fiscal year (July 1 – June 30) as scheduled by the Board. The Superintendent shall be granted vacation time of Forty (40) days per fiscal year. The Superintendent will have winter and spring break consistent with the district calendar. Vacation time may be carried over from one year to the next. The Superintendent shall be compensated at his daily rate of pay for any unused vacation time upon separation from the District. The Board requests that Superintendent cash out up to ten (10) unused vacation days per fiscal year to spread out liability and to avoid larger payment upon retirement. The Superintendent shall provide advanced notice to the Board President before using three or more consecutive vacation days.

6. The Board shall evaluate the Superintendent pursuant to State law concerning Superintendent Evaluation. Following each evaluation and no later than March 31, the Board shall consider whether to extend the Superintendent's contract an additional year(s) beyond the current termination date. In such case, a contract addendum shall be executed by the parties. If no Board action is taken, the contract shall not be extended, except by rule of law.

7. The Board shall be entitled to terminate the Superintendent's employment for good and just cause. The Board will not arbitrarily and capriciously dismiss his. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, the Superintendent may have legal counsel at his own expense.

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

8. The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board may void the Contract of the Superintendent for violations of the provisions of this section.

9. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled, by virtue of this Contract or any employment assignment (requiring certification) with the Chesaning Union School District. Nor shall the decision of the Board not to continue or renew the employment of Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Teachers' Tenure Act, be deemed a breach of the Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

10. In the event of the Superintendent's mental and/or physical incapacity (i.e., long-term disability) to perform the duties of his office, he shall be granted an initial leave of up to ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work day period to be unpaid (other than any payments received through long-term disability). Health plan premium payments shall be made on behalf of the Superintendent during this interval. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board respecting the necessity for the leave.

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

The Superintendent will be granted up to one year of medical leave without pay. At the conclusion of the leave, the leave may be extended at the discretion of the Board of Education.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from the Superintendent's health care provider. A second opinion may be required by the Board, at its expense, unless the security of the second opinion in this context is precluded by the Family and Medical Leave Act.

11. 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, the 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 accommodation. Any physical or mental examination or disclosure of such information required of the Superintendent 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. The Board agrees, as a benefit under this Contract,

to pay for the cost of an annual comprehensive medical examination of the Superintendent, with the exception of any costs that are paid by insurance covering the Superintendent. The Superintendent agrees, in connection with this voluntary medical examination, to provide a statement to the Board of Education President certifying the ability of the Superintendent to perform the essential functions of the job.

Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

12. The Superintendent shall receive full family health insurance, vision, dental, and long term disability insurance paid by the Employer. The plan will be commensurate with Administrative Staff Agreement. Thirty (30) sick days will be granted each year with unused sick days carried over to next fiscal year up to 150.

Upon separation from the District, Superintendent will be paid \$100.00 for each unused sick day.

The board shall provide term life insurance in the amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00) annually.

13. The Board will grant reimbursement up to \$3,600 for six (6) credits of graduate-level classes taken and necessary certifications obtained by Superintendent. Unused portion to be available in Self-Funded District account for Superintendent to use for additional Dental/Vision expenses. Unused amount may be carried over from year-to-year and converted to TSA upon retirement from District. Any amount over IRS allowable TSA contribution will be converted to an HSA.

13. The Board reserves the right to change the identity of the insurance carrier, policyholder or third party administrator for any of the above coverage, provided that comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator. The terms of any contract or policy issued by any insurance company of third-party administration shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The Board, by payment of the premium amounts required to provide the above described insurance coverage shall be relieved from all liability with respect to insurance benefits.

14. The Superintendent is entitled to the following holidays for which no service is required:

New Year's Day	Labor Day	Christmas Day
Good Friday	Day after Thanksgiving	New Year's Eve Day
Memorial Day	Thanksgiving Day	

Fourth of July

Christmas Eve Day

15. The Superintendent will have up to six (6) days, non-accumulative, per contract year, to utilize for personal business. In addition, five (5) days for bereavement may be granted to the Superintendent for immediate family. Immediate family for purposes of this section will be employee's spouse, children, and parents. Up to five (5) days for bereavement may be granted per death in the event of the Superintendent's brother(s), sister(s), grandparent(s), brother(s)-in-law, sister(s)-in-law, and parent(s)-in-law. One day will be granted for relatives not covered above.

16. The Board shall provide the Superintendent with a monthly automobile allowance of Two Hundred (\$200.00).

17. Subject to express approval by the Board, the fees and dues for membership in appropriate professional organizations shall be paid by the Board.

18. The District will provide the Superintendent with a District-paid cell phone.

19. 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 authority. The policy limits for this coverage shall be no less than One Million Dollars (\$1,000,000.00). The terms of the errors and omissions insurance policy shall be controlling respective to the defense and indemnity 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. 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.

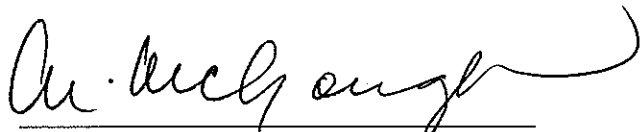
20. This Contract contains the entire Agreement and understanding between the Board and the Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts, or understandings, written or oral, not contained herein, shall be of any force or effect. All prior agreements pertaining to, 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 modifications of this Contract shall be valid or binding unless reduced to in writing and signed by the 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 such time or at any other time.

21. If any provision of this Contract becomes or is declared by a Court of competent jurisdiction to be illegal, unenforceable or void, or becomes invalid due to legislative enactment, this Contract shall continue in full force and effect without said provisions(s). If any term of this Contract is determined not to be legally enforceable as written, the provision will be enforced to the extent permitted by law.

22. This Contract is executed in full effect without proration on behalf of Chesaning Union Schools pursuant to the authority granted as contained in the Resolution of the Board adopted on March 14, 2016, the same being incorporated herein by reference.


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

Date: 3-14-16


Michael McGough, Superintendent

**CHESANING UNION SCHOOLS
BOARD OF EDUCATION**

Date: 3-14-16

By: 
President

By: _____
Vice President