

**CONTRACT OF EMPLOYMENT
BETWEEN
CARSONVILLE PORT-SANILAC SCHOOLS &
DOUGLAS R MUXLOW, SUPERINTENDENT**

It is hereby agreed by and between the Board of Education of the Carsonville-Port Sanilac Schools (hereinafter "Board") and Douglas R. Muxlow (hereinafter "Part-Time Superintendent") that pursuant to Section 1229(1) of the Revised School Code, the Board in accordance with its action found in the minutes of its meeting held on the 10th day of June, 2019, has and does hereby employ the said Superintendent for a one year period commencing on July 1, 2019 and ending on June 30, 2020, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Superintendent acknowledges the ultimate authority of the Board with respect to his responsibilities and directions related thereto.

2. Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Superintendent agrees, as a condition of his continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time 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 obligation hereunder.

3. Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, 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 policies of the School District during the entire term of this Contract. Superintendent agrees to devote his business time, attention and services to the diligent, faithful and competent discharge of his duties on behalf of the School District to enhance the operation of the School District and agrees to use his best efforts to maintain and improve the quality of the programs and services of the School District. As this is a part-time contract, the Superintendent may engage in employment or other activities elsewhere, provided said activities do not interfere with his duties on behalf of the District.

4. Superintendent shall be paid the amounts shown below in consideration of his performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board.

- Superintendent will be contracted to work approximately two (2) days per week at the discretion of the part-time Superintendent, based upon the needs of the District and the

Superintendent's personal schedule. Any variance in the schedule will be discussed and determined with the Board President.

- Superintendent will work a total of one hundred (100) days. No additional compensation will be paid for work exceeding one hundred (100) days.
- For the period June 30, 2019 through December 31, 2020, the Superintendent will be paid a total salary of \$24,000.
- From January 1, 2020 to June 30, 2020, the Superintendent will be paid \$16,000.

Note: One (1) day equals six (6) hours. The parties will cooperate to ensure compliance with Office of Retirement Services requirements. The Superintendent is ultimately responsible for ensuring compliance.

5. Due to the part-time nature of this assignment, NO vacation, sick, or bereavement time is awarded.

6. Superintendent's performance shall be evaluated by the Board at least annually using multiple rating categories.

7. Either party may terminate the contract at-will, either with or without cause, with ten (10) working days' notice.

8. The Superintendent waives any and all notice provided under Section 1229(1) of the Revised School Code for the purposes of nonrenewal. This contract is for a fixed term of July 1, 2019 through June 30, 2020.

10. 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 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 this Agreement or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

11. Superintendent shall be eligible to be reimbursed for travel, meals and lodging in accordance with per diem expense and reimbursement standards and procedures established by the Board. Any expense to be incurred by Superintendent for out-of-district travel shall be submitted in advance for review and approval by the Board. Superintendent shall be required to present an itemized account of his reasonable and necessary expenses in accordance with direction of the Board or its designee. The Superintendent shall be paid mileage at the IRS rate for 66 miles of travel from the Superintendent's home to the Carsonville-Port Sanilac Schools High School for up to three (3) times per week. Receipts for mileage must be submitted for reimbursement and are not included as gross wages.

12. This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of Superintendent and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained

herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Superintendent and the President and Secretary of 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.

13. If any provision of this Agreement 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 without said provision(s).

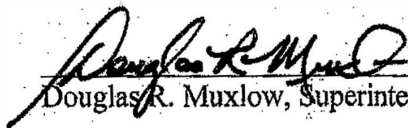
14. Superintendent agrees that any claim or suit arising out of Superintendent's employment with the Board must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or suit. Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than six (6) months, but agrees to be bound by the six (6) month period of limitation set forth herein and waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short period of time to commence a law suit, it is the intent of the parties that the court enforce this provision to the extent possible and declare the law suit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

15. This Agreement is executed on behalf of the Carsonville-Port Sanilac School District pursuant to the authority granted as contained in the resolution of the Board adopted on June 10, 2019, 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.


SUPERINTENDENT

Date: 6-10-19


Douglas R. Muxlow, Superintendent

BOARD OF EDUCATION

Date: 6/24/19


Louise Blasius, President, Carsonville-Port Sanilac Schools

Date: 6/10/19


Stacie Stoutenburg, Board Secretary, CPS Schools