

**Perry Public Schools  
Superintendent Employment Contract**

In accordance with the action found in the meeting minutes of the **Board of Education** (the "Board") of the **Perry Public Schools** (the "District") held on November 17, 2014, the Board re-appoints **Michael A. Foster** (the "Superintendent") as its Superintendent of Schools for a continuing contract concluding on June 30, 2016.

1. **Duties.** Michael A. Foster shall faithfully and diligently perform the duties of Superintendent of the Perry Public Schools as required by law and as prescribed by the Board, as well as those duties that may be further established, modified, or amended from time to time by the Board.
  - A. The Superintendent acknowledges the ultimate authority of the Board as to his duties and agrees to faithfully perform those duties and to diligently implement the Board's policies and education programs.
  - B. The Superintendent agrees to comply with and fulfill all duties and tasks for which he is responsible as required by state and federal law, as well as by the Board through its policies, regulations, and directives.
  - C. The Superintendent shall recommend, effect, or cause to be effected, the Board's policies, rules, regulations, bylaws, and programs as may be needed.
  - D. The Superintendent shall assist the Board in its search and selection process for the District's next superintendent, who will have an anticipated start date of July 1, 2016.
  
2. **Compensation.** The Superintendent shall receive compensation for the performance of duties under this Contract at an annual rate of One Hundred Seventeen Thousand Dollars (\$117,000) per fiscal year. Such amount shall be subject to any deduction required by law and will be remitted on the District's regular payroll. The Superintendent shall receive no other remuneration for services rendered under this Contract, except as specifically described below:
  - A. Any adjustment to the Superintendent's compensation made during the life of this Contract shall be determined by performance and job accomplishments as a significant factor (in accordance with Section 1250 of the Revised School Code, MCL 380.1250) and shall be in the form of a written amendment which will become a part of this Contract.
  - B. Reimbursement of the Superintendent's reasonable expenses for any school-related business activity will be paid by the Board, according to the standards and procedures identified in the Board's policies.
  - C. The Board shall pay the premium for a \$100,000 term life insurance benefit in the Superintendent's name.
  - D. The Board shall pay the premium for a long-term disability insurance policy which is the same as for District teachers provided by MESSA PAK (66.67% salary replacement with 90-day waiting period and pre-existing conditions waived).
  - E. The Superintendent shall not receive medical or health care benefits paid by the Board.

3. **Authorized Absence and Leave.** The Superintendent shall diligently perform his duties in a timely and professional manner. The Superintendent's absence from duty due to personal illness or personal business shall be promptly reported to the Board President. The Superintendent shall consult with the Board President before taking any planned vacation days. Neither leave days nor vacation days accrue and no payment shall be made for leave or vacation days upon termination of this Contract.
4. **Evaluation.** The Board shall evaluate the Superintendent in accordance with the requirements of Section 1249 of the Revised School Code, MCL 380.1249.
5. **No Tenure in Position.** The Superintendent agrees that he is not granted continuing tenure in the position of Superintendent or in any other capacity or employment assignment within the District by virtue of this Contract.
6. **Duration.** This Contract will remain in effect through June 30, 2016.
  - A. This Contract is terminable at any time by either party, with or without cause, upon the presentation of written notice within five (5) business days to the other party.
  - B. The Superintendent has no expectation of employment of any fixed duration beyond the terms of this Contract, which may be canceled upon presentation of the above-specified notice.
7. **Nonrenewal.** To the extent that this Contract's nonrenewal is governed by Section 1229 of the Revised School Code, MCL 380.1229, the Superintendent waives notice of nonrenewal of this Contract under that statute. If such notice may not be waived or is otherwise required to be given, the Superintendent through his signature below, acknowledges notice of nonrenewal of this Contract as given by the Board that this Contract will not renew after June 30, 2016.
8. **At-Will Status.** No individual administrator, Board member, or other agent or employee of the District has the authority to alter or amend this at-will employment relationship or the terms of this Contract other than by formal action of the Board. The Superintendent agrees that his employment is intended to be of limited duration through June 30, 2016.
9. **Certification/Qualifications.** The Superintendent represents that he possesses and will maintain the requisite certification or qualifications to the position assigned and that this Contract is terminable if it is determined by the Board or Department of Education (or other proper authority) that the Superintendent does not possess the requisite certification or qualifications to perform the responsibilities associated with his position.

This provision is intended to enable the District to comply with applicable state laws pertaining to the certification or qualifications of the position of Superintendent and to avoid any jeopardy to the District's operation or funding, or subjecting the Board of Education, its members, or the District to any fines, penalties, or sanctions of any nature. The presence of this stipulation shall not be construed as a limitation on the at-will employment relationship specified in this Contract.
10. **Limitations Period.** The Superintendent agrees that any claim or suit arising out of his employment with the Board must be filed no later than twelve (12) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months, but agrees to be bound by the twelve (12) month period of limitation set forth in this

Contract and expressly 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 lawsuit, it is the parties' intent that the court should enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

11. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about his employment. Prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.
- A. Any prior agreement (written or oral) pertaining to the terms of this Contract is cancelled and superseded by this Contract. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
  - B. No change or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board President and Secretary.
  - C. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.
12. **Severability.** 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 without said provision(s).

IN WITNESS WHEREOF, the parties have affixed their signatures below.

November 17, 2014

**Superintendent**  
  
Michael A. Foster

November 17, 2014

**Board of Education of the Perry Public Schools**  
  
John Harris, Its President

November 17, 2014

  
Charles Scovill, Its Secretary