

**EMPLOYMENT CONTRACT
BETWEEN
RANDAL MIDLIN
AND THE REESE PUBLIC SCHOOLS
BOARD OF EDUCATION**

RECEIVED AUG 06 2012

THIS CONTRACT of employment constitutes an agreement by and between the Board of Education of Reese Public Schools (subsequently referred to as "Board of Education," "Board" or "School District") and Randal Midlin (subsequently referred to as "Administrator") pursuant to Section 1229 of the Revised School Code, MCL 380.1229. The terms of the Contract are provided below:

1. **TERM.** This Contract is for the period from July 1, 2012 through December 31, 2012, subject to extension, non-renewal and discharge as provided in this Contract. The Board shall review this contract with the Administrator prior to December 31, 2012

The Board recognizes the right of the Administrator to pursue other employment opportunities. The Administrator may terminate this Contract for such reason by giving not less than thirty (30) calendar days written notice to the President of the Board, unless otherwise agreed by the parties in writing.

2. **CERTIFICATION** The Administrator shall furnish and maintain for the duration of this Contract in the central administrative offices of the School District evidence that he satisfies the requirements of Michigan law and administrative rules of the Michigan Department of Education, including those for continuing education, for holding the position of Superintendent or for any other position to which he may be assigned by the Board in its discretion. Failure to maintain and keep current such evidence shall be sufficient cause for discharge.

3. **DUTIES.** The Administrator agrees to faithfully perform his duties and obligations in such capacity for the School District, including, but not limited to, those duties required by the Revised School Code or the duties of any other position to which

he may be assigned by the Board, in a competent and professional manner. He will put into practice the educational policies of the State and of the Board. Duties may be modified, revised or changed from time to time by the Board within the means provided by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his duties, responsibilities and assignments. He will act as an advisor to the Board with respect to his duties, responsibilities and assignments. 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 Administrator 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 chief administrative officer of the School District.

4. **EVALUATION.** The Board shall evaluate the performance of the Administrator, using the criteria and evaluation process provided by the Board and reviewed by the Board and the Administrator. It is understood that the Administrator may request that the Board meet in closed session to review his evaluation pursuant to Section 8(a) of the Michigan Open Meetings Act (for review of a periodic personnel evaluation).

5. **TENURE EXCLUSION.** The Administration shall not be deemed to be granted nor shall he acquire tenure as an Administrator in the position of Superintendent or in any other non-classroom or non-teaching position to which he may be assigned, but shall be deemed to have been granted continuing tenure as an active classroom teacher if he meets the requirements for tenure in accordance with the provisions of the Michigan Teachers' Tenure Act.

6. **PROFESSIONAL GROWTH.** The Administrator may attend appropriate professional meetings. Reasonable and necessary receipted expenses submitted by the Administrator shall be reimbursed, subject to Board review and approval. Attendance by the Administrator at national meetings or national conferences requires prior approval by the Board. The time away from the School District and/or the

duties and responsibilities of the Administrator's position shall be limited and reasonable as determined by the Board.

7. **PROFESSIONAL LIABILITY.** The District agrees that it may in its discretion on a case by case basis determine to defend, hold harmless and indemnify Administrator from any and all demands, claims, suits, actions and legal proceedings brought against Administrator in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Administrator was acting within the-scope of his employment and within the scope of his authority, but excluding misconduct and criminal proceedings of any kind. The Board shall maintain a liability insurance policy with the Administrator covered as an insured. In no case will individual Board members be considered personally liable for indemnifying the Administrator against such demands, claims, suits, actions and legal proceedings.

8. **COMPENSATION.** The Board agrees to pay the Administrator for his services for this Contract. The Administrator shall receive a salary of \$40,500 dollars working 90 contracted days. Compensation for the following year of this contract term shall be reviewed and established by the Board. Said salary shall be reviewed semi-annually and is subject to additional upward revision by agreement of the parties. In no case will the salary be lowered. The salary shall be paid in thirteen (13) equal installments.

10. **PROFESSIONAL DUES.** The School District shall pay the association dues of the Administrator for the Michigan Association of School Administrators and MASA Region V, as well as any other appropriate affiliations which may be approved in advance by the Board in the exercise of its discretion.

11. **EXAMINATION.** The Administrator agrees to have a comprehensive medical examination annually and provide the Board President with a letter from the examining physician certifying that the Administrator is physically fit to perform his job duties and responsibilities if requested. Such letter shall be treated as confidential information (except as may otherwise be required by law.) Upon request of the Board

President, the Administrator shall provide the Board President with a letter from an appropriate physician selected by the Board President certifying that the Administrator is physically or mentally fit to perform his job duties and responsibilities. (Such a request may be made annually, but may not be made arbitrarily or without good and sufficient justification and must be business related.) Any letter or certification will be treated as confidential information (except as may otherwise be required by law.) The School District shall pay the cost of any examination not covered by the Administrator's insurance.

12. **TRANSPORTATION.** The Board shall reimburse the Administrator for use of his automobile as Superintendent at the School Districts established rate for business travel.

13. **TERMINATION.** The Board shall be entitled to terminate the Administrator's contract at any time during the term of this Contract for an act(s) of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, failure to give the requisite notice as provided in paragraph no. 1 or if the Administrator otherwise materially breaches the terms and conditions of this Agreement. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a hearing before the Board after advance written notice of at least (8) business days. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense. In the event of termination of employment during the term of this Agreement, this Contract shall automatically terminate and the Board shall have no further obligation under this Contract other than to pay Administrator his prorated salary through the last day of employment. This Contract may be nonrenewed at the discretion of the Board.

14. **NONRENEWAL.** This Contract is subject to nonrenewal as provided by Section 1229 of the Revised School Code, MCL 380.1229(1). Superintendent must receive written notice that this Contract is nonrenewed by the Board not less than ninety (90) calendar days prior to the expiration of the Contract or the Contract is renewed for an additional year.

15. **SEVERABILITY.** If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

16. **GOVERNING LAW.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

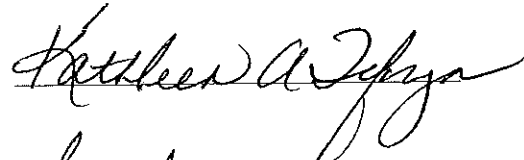
ON BEHALF OF
REESE PUBLIC SCHOOLS
BOARD OF EDUCATION

Dated: _____

By: 

Its: President

Dated: _____

By: 

Its: Secretary

ADMINISTRATOR

Dated: July 10, 2012

By: 