



Cherie Vannatter <cvannatter@mcs.k12.mi.us>

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## FOIA Request

1 message

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Malesky, Alexa <Malesky@mackinac.org>

Wed, Jul 6, 2016 at 3:01 PM

To: "cvannatter@mcs.k12.mi.us" <cvannatter@mcs.k12.mi.us>



Attention: Manchester Community Schools FOIA Coordinator

July 6, 2016

Dear Superintendent or FOIA Coordinator:

Pursuant to the Michigan Compiled Laws Section 15.231 et seq., and any other relevant statutes or provisions of your agency's regulations, I am making the following Freedom of Information request:

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Please copy and send to me the **current superintendent contract** in effect in your district.

Please send the materials requested to the following address or e-mail as an attachment (an electronic copy is preferred, if possible):

Alexa Malesky

Mackinac Center for Public Policy

P.O. Box 568

Midland, MI 48640

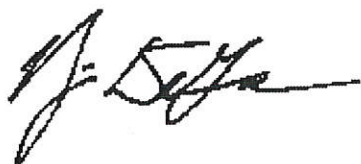
Email: [malesky@mackinac.org](mailto:malesky@mackinac.org)

Since the Mackinac Center for Public Policy is a non-partisan, non-profit research and educational institute working to advance sound policy that primarily benefits the general public, we request that these documents be provided without charge pursuant to Section 4(1) of the Freedom of Information Act.

If you have questions or require clarification on this request, **please contact Alexa Malesky at (989) 631-0900 or at [malesky@mackinac.org](mailto:malesky@mackinac.org).**

Your prompt attention to this Freedom of Information request is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben DeGrow", with a long horizontal flourish extending to the right.

Benjamin DeGrow

Director of Education Policy

Mackinac Center for Public Policy

*"Educational Excellence in a Caring Community"*

## Manchester Community Schools

Board of Education Office  
Cherie Vannatter, Superintendent  
410 City Rd., Manchester, MI 48158  
PH: 734-428-9711  
FAX: 734-428-9188



Chris Fegan, President  
Mike Austin, Vice-President  
Sheryl Purol, Secretary  
Lyndon Uphaus, Treasurer  
Dara Psarouthakis, Trustee  
Rebecca Harvey, Trustee  
Ron Ellison, Trustee

July 7<sup>th</sup> 2016

Alexa Malesky  
Mackinac Center for Public Policy  
P.O. Box 568  
Midland, MI 48640

Dear Ms. Malesky:

On July 6<sup>th</sup>, 2016, we received your Freedom of Information Act, MCL 15.231 *et seq.* request for:

- *Copy of the current Superintendent contract*

We are granting your request and enclosing the requested information

You have the right to seek judicial remedy in the event that you believe that we have unlawfully withheld any information sought. You are hereby notified that, according to Section 10(1) you may do **one** of the following at your option:

- Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial; **or**
- Seek judicial review of the denial by commencing an action in circuit court to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny your request.

Also you are hereby notified of the right to receive attorney fees and damages as provided in Section 10(6) if, after judicial review, the circuit court determines that the public body has not complied with the requirements to respond to your request under Section 5 and orders disclosure of all or a portion of a public record you requested. According to Section 10(6) 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 Section 10, the court shall award reasonable attorney fees, costs and disbursements. If the person or a public body prevails in part, the court may, at its discretion, award all or an appropriate portion of reasonable attorney's fees, costs and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

According to Section 10(7), if the circuit court determines in an action commenced under Section 10 that the public body has arbitrarily and capriciously violated the 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 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public records as part of its public function.

Sincerely,

Cherie Vannatter  
Superintendent

**MANCHESTER COMMUNITY SCHOOL DISTRICT  
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THIS CONTRACT is made and entered into at Manchester, Michigan, this 1st day of July, 2015, by and between the Manchester Community School District (hereinafter the "School District" and/or the "Board") and Cherie Vannatter (hereinafter the "Superintendent").

IT IS AGREED:

1. Employment Contract and Extension: The School District hereby employs the Superintendent and the Superintendent agrees to work for the School District in the capacity of Superintendent. This employment agreement is for the term commencing on June 1, 2015 and ending on June 30, 2018, and is subject to all covenants and conditions of this Contract.

The Board of Education shall, not later than March 31 of each year during the term of this contract, consider the extension of this contract for an additional one-year period. In the event that the Board takes action in any given year to non-renew the contract, there is no requirement for subsequent non-renewal actions during the remaining year(s) of the agreement; the contract will continue until its stated expiration date.

The Superintendent shall, by February 1 of each year, remind the Board in writing of its obligations as outlined above. Failure to do so shall negate any stated obligation for the Board to take action within the established time line.

2. Duties. The Superintendent agrees to serve the School District and perform the duties in her capacity as a Superintendent at the direction of and to the satisfaction of the Board of Education for the School District as required by the laws of the State of Michigan. The Superintendent further agrees to obey and fulfill the policies, rules and regulations as established from time to time by the Board and to carry out its programs and policies during the entire term of this contract. The Superintendent shall serve as Chief Executive Officer and Chief Administrative Officer of the Board. She shall be expected and entitled to:

a. Present her recommendations to the Board on any subject under consideration by the Board.

b. Prepare the agendas for each Board meeting in consultation with the President of the Board or his/her delegate, forward same to each member of the Board and attend each meeting of the Board.

c. Serve as an ex-officio member of each committee established by the Board, unless otherwise directed by the Board.

The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, and all employees, subject to approval by the Board. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board.

3. Evaluation. During the regular March meeting of the School Board the members of the Board and the Superintendent shall meet for the purpose of evaluation of the Superintendent's

performance, and the Board shall express in writing recommendations and observations on how such performance may be continually improved. The evaluation may be conducted in closed session at the option of the Superintendent. On or by August 1 of each year, the Superintendent and the Board shall meet to establish goals and objectives for the Superintendent for the ensuing school year. Said goals and objectives shall be reduced to writing, reviewed quarterly, and be among the criteria by which the Superintendent is evaluated as hereafter provided. The quarterly evaluation of the goals may be conducted in closed session at the option of the Superintendent.

4. Compensation (Compensation is defined as base salary, annuity and salary supplement.)

- a) **Salary.** In consideration of the annual base salary of \$118,040, the Superintendent agrees to devote her time, skill, labor and attention to her employment, and to perform faithfully the duties of Superintendent for this School District, as directed by the prudent judgment as an educator and administrator. The annual base salary shall be prorated for partial fiscal years (July 1 to June 30) of employment.

The Superintendent's base salary for each subsequent contract may be increased by the Board, but shall not be established as less than the preceding contract year. If the overall performance of the Superintendent is satisfactory, as determined under Section 3 of this Agreement, the annual percentage increase in the Superintendent's salary will, at a minimum, be equal to that given to other professional staff. The annual salary shall be paid in 26 equal installments and in accordance with the policy of the Board governing payment of other certified administrative personnel employed by the School District.

- b) **Annuity.** In each contract year, the Board will pay on behalf of the Superintendent an amount equal to nine and a half percent (9.5%) of her annual base salary towards the purchase of an annuity from a company of her choosing. The annuity will be paid equally with each pay throughout the contract year.
- c) **Salary Supplement.** Annually, based on a superior performance review, as determined under Section 3 of this Agreement, the Superintendent will be eligible for a supplemental stipend not to exceed two percent (2%) of her base salary.

5. Work Year. The Superintendent shall perform her duties over the full 12 months of the School District's fiscal year (July 1 to June 30) less applicable vacation, leave, and the following holidays: Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Good Friday (when school is not in session) and Memorial Day.

6. Tenure. It is expressly agreed that the Superintendent shall not be deemed to be granted continuing tenure in her capacity as Superintendent or in any administrative capacity by virtue of this Contract of Employment. The Superintendent shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act provided the Superintendent has satisfied the statutory requirements for acquisition of tenure.

7. Credentials. The Superintendent shall possess or acquire and maintain, throughout the life of this Contract, the educational qualifications required by the state of Michigan for Superintendent. Additionally, Superintendent agrees, as a condition of her continued

employment, to meet all continuing education, or certification, 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 credentials and continuing education, or certification, requirements for the position assigned as required herein, this contract may be terminated by the Board and the Board shall have no further obligation hereunder.

8. Conflict of Interest. The Superintendent will faithfully serve the School District and be regardful of its interests during the term of this Contract, and thereafter to the extent required by this Contract and by law. The Superintendent will not directly or indirectly acquire or otherwise possess any interest adverse to that of the School District. In the event that a question arises as to whether a given interest is in conflict with the interests of the School District, the Superintendent shall make a full disclosure of same to the Board.

9. Other Work. The Superintendent shall devote her time, attention and energy to the business of the School District. However, she may serve as a consultant to other educational agencies, lecture, engage in writing activities and other professional activities which do not conflict with the Superintendent's primary responsibilities. In the event that honoraria are paid for these activities, they shall be retained by the Superintendent and such days deducted from her personal business and/or vacation accounts. In such event that the Superintendent agrees to undertake such activities, the Superintendent shall inform the Board of the same in writing and in advance of such days.

10. Expenses. The Superintendent may attend and participate in appropriate professional activities and conferences at the state and local levels at her discretion within the allotted budget, and at national levels with prior Board approval. The Superintendent is entitled to be reimbursed for the actual cost incurred in attending and participating in professional activities and conferences on behalf of the School District.

11. Membership Dues. The School district shall pay the cost of the Superintendent's membership dues in AASA, MASA, MSBO and ASCD. The Board by specific action may approve payment of the Superintendent's membership dues in other professional organizations.

12. Automobile and Related Expenses. The Superintendent will be reimbursed at the current IRS mileage rate for all recorded business miles when she uses her personal automobile for District business (including professional activities) for travel beyond the boundaries of the district. In district mileage shall not be reimbursed.

13. Vacation. The Superintendent shall be entitled to 25 days of vacation each year during the term of this Agreement. Such vacation periods shall be with pay and shall be at such times as are mutually agreed upon. The Superintendent is encouraged to use such vacation annually; in the event that she is unable to use all of said vacation leave for any given fiscal year because of School District business, unused days (not to exceed a maximum of 10 days) will be paid at her per diem rate based upon a 260 day work year.

14. Additional Benefits:

- a) The Board shall provide to the Superintendent insurance benefits that are at least equal to other Administrators in the Manchester District, except as specifically provided in this

Contract. The Superintendent will contribute at the same rate as other district administrators toward her health insurance.

- b) **Life Insurance:** The School District will pay the premium for term life insurance protection for the Superintendent in the amount of twice her base salary and corresponding accidental death and dismemberment.

15. **Leave.** The Superintendent shall annually be provided fifteen (15) fully compensated leave days for sickness/accident which may accumulate up to 160 non-reimbursable days. Five (5) days for personal business shall also be provided. The District will compensate at the per diem rate for unused personal business days, not to exceed a maximum of three (3) days. Personal business days shall not accrue from year to year.

16. **Medical Examination.** The Superintendent may have an annual comprehensive medical examination at Board expense, by a physician of her choosing. The report of said examination shall be delivered exclusively to the Superintendent. The Superintendent will confidentially inform the Board President regarding her fitness for duty.

17. **Liability.** The School District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in her individual capacity, or in her official capacity as agent and employee of the District, providing the incident arose while the Superintendent was acting within the authority and scope of her employment.

18. **Termination of Contract.** The Superintendent shall be subject to discharge for just cause. The Superintendent may be discharged for acts of moral turpitude and misconduct. No discharge shall be effective until written charges have been served upon her, and she shall have an opportunity for a fair hearing before a majority of the Board after ten (10) days' notice in writing. Said hearing shall be public or in closed session at the option of the Superintendent. The Superintendent may have a legal counsel at the hearing at her own expense. In the event the Superintendent elects to contest the Board's disposition in regard to such discharge following such hearing, she may have any rights available to her reviewed by a court of competent jurisdiction. Non-renewal of this Contract pursuant to section 20 shall not constitute a discharge or dismissal within the meaning of this provision of this Contract.

In the event the Superintendent wishes to terminate her contract prior to the termination date, she must give the Board sixty (60) days' notice of her seeking other employment and at least thirty (30) days' notice of her departure. Failure to give the Board said notice will result in the Superintendent forfeiting accrued vacation days.

19. **Non-renewal.** The Superintendent acknowledges that this Contract is intended solely for the term ending June 30, 2018, and that she does not have a reasonable expectation of a continuance of her employment as Superintendent, or in any other administrative capacity, beyond the expiration of that term or any ensuing term established by agreement. Consistent with that agreement, the Superintendent's receipt of notice of non-renewal in accordance with the School Code as amended, shall be sufficient to terminate any administrative relationship with the School District, without the necessity for a prior hearing as to the basis for the non-renewal.

20. Reassignment and Transfer. Pursuant to a decision by the Board to enter into an agreement with another district to share a Superintendent of Schools, the Superintendent is subject to reassignment or transfer. The Board will give the Superintendent 60 days' notice of their intent to pursue such an agreement. Reassignment shall be to positions for which the Superintendent is qualified. In the event the Superintendent is reassigned or transferred, the Board reserves the right to adjust salary and benefits so that they are commensurate with the position to which Superintendent is reassigned or transferred. In the event of a transfer that results in a downward adjustment of salary or benefits, the adjustment will not be effective sooner than 90 calendar days from the date of the Board's action on reassignment or transfer. If allowed under collective bargaining agreements, years of service to the district shall be considered in the placement on salary schedules for other administrative positions or non-administrative positions. Accumulated sick and personal leave, up to the maximum allowed in the position into which an employee is reassigned or transferred, shall be retained. In the event that reassignment or transfer to a new position would create a gap in Board provided insurance coverage, such coverage as provided for in the superintendent's contract shall remain in effect until the effective date for coverage in the employee's new position.

21. Layoff. This contract may be terminated during its term pursuant to a decision by the Board to enter into an agreement with another district to share a Superintendent of Schools. A layoff shall only be instituted in those instances when a reassignment or transfer is in the judgment of the Board not feasible, or the offer of such is rejected. The Superintendent shall be given at least sixty (60) calendar days' notice of termination prior to the effective date of layoff. On termination date, employee shall receive an amount equivalent to sixty five (\$65) dollars per day of unused sick days, up to a maximum of 165. In the event of layoff, this contract shall terminate the date the layoff is effective and the Board shall have no further obligation under this contract.

22. Totality of Terms. The Contract contains all of the terms agreed by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter, whether oral or written.

N. Mark Wayne  
Board President

Cheryl Warratte  
Superintendent

Sheryl Ann Paul  
Board Secretary

10/21/2015  
Date