

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT
BETWEEN MR. BRAD JACOBS
AND
THE INLAND LAKES SCHOOL BOARD OF EDUCATION

THIS CONTRACT is entered into on the 1st day of July, 2021, between the Board of Education of the Inland Lakes School District, referred to as the “Board of Education”, and Mr. Brad Jacobs as Superintendent, referred to as “Superintendent”, in this contract.

The Board of Education at a meeting held on the 22nd day of March, 2021, approved the employment of the Superintendent in accordance with the terms and conditions of this contract, and the Superintendent desires to be employed by the Board of Education in accordance with the terms and conditions of this contract, the parties in consideration of the mutual promises contained in this contract, agree to the following:

1. **TERM:** This contract shall take effect on July 1st, 2021 and continue in force through the 30th day of June, 2022, subject to extension and termination as provided in paragraphs 4 and 8.
2. **DUTIES:** Administrator shall perform the duties of the Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.

Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator 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. Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.

3. **CERTIFICATIONS:** Administrator represents that he/she 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. Administrator agrees, as a condition of his/her 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 Administrator 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.

4. EVALUATION: Annually, no later than the last day of February of each year during the term of this contract; the Board of Education shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.
5. EXTENSION: This contract may be extended either by option of the Board of Education or by operation of law, as follows:
 - A. Board Option: The Board of Education, no later than the 30th day of April of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Superintendent for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged.
 - B. Operation of Law: Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.
6. TENURE EXCLUSION: This contract does not confer tenure upon the Superintendent in the position of Superintendent or any other administrative position in the District.
7. COMPENSATION: Salary - The Board of Education shall pay to the Superintendent a prorated salary of One Hundred Seven Thousand Two Hundred Two Dollars (\$107,202) for the school years 2020-21 and 2021-22. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph.
8. INSURANCE BENEFITS: The Board of Education shall contribute toward a medical benefit plan following state mandated caps. Any cost in excess of the employer's contribution shall be subject to payroll deduction.
Furthermore, the Board shall provide the following coverage:
 - Health Insurance
 - Delta Dental (80/80/80/80 - \$1,000 Maximum for Class I & II)
 - \$10,000 PAK AD & D
 - \$10,000 PAK Life
 - Vision VSP3 Gold
 - Long Term Disability – (66 2/3%, Max \$5000 - 90 calendar days modified fill)
 - Basic Term Life w/Med \$5000
 - Life – 1 ½ times annual salary (must meet eligibility standards requirements set by insurance company)

- A. Annuity: The Superintendent shall be paid an annuity and/or other retirement vehicle each year equal to 5% of his annual salary. Said vehicle shall be tax-deferred and deposited by the District.
- B. Vacation: The Superintendent shall be entitled to twenty (20) vacation days annually to be scheduled in advance. Notification shall be given to the Board President prior to the use of said vacation days. Vacation days to be used during the time school is in session must have prior approval by the Board President. If unable to utilize vacation days because of responsibilities of the position, unused vacation days beyond 15, as computed on June 30th shall be reimbursed at the daily rate or at the Superintendent's discretion, as in a contribution to his Tax Deferred payment account or as a T.S.A.
- C. Travel: The Superintendent shall be provided with travel allowance paid in accordance with the present established school policy.
- D. Organizational Dues: The District shall pay the Association dues of the Superintendent for the American Association of School Administrators, The Michigan Association of School Administrators, and the M.A.S.A. region in which the School District is located, as well as other appropriate affiliations as approved.
- E. Sick Leave: The Superintendent shall be provided with twelve (12) day per year to accumulate to not more than one hundred thirty-five (135) days. The Superintendent, upon separation from Inland Lakes Schools, shall receive the following for unused sick days (maximum 135 days):
 - i. 5-9 years of service with Inland Lakes Schools – 20.0% of daily rate (salary divided by contracted work days); minimum of \$20/day or
 - ii. 10-14 years of service with Inland Lakes Schools – 22.5% of daily rate (salary divided by contracted work days); minimum of \$22.50/day or
 - iii. 15 plus years of service with Inland Lakes Schools – 25% of daily rate (salary divided by contracted work days); minimum of \$25/day.
- F. Personal Leave: The Superintendent shall be entitled to three (3) personal leave days annually, non-accumulative, to be used for personal business that the Superintendent cannot conduct on other than school days.
- G. Jury Duty: If the Superintendent is required to be on jury duty, the District shall compensate the Superintendent the difference between the compensation received while on jury duty and his regular salary.
- H. Funeral Days: The Superintendent shall be granted up to five (5) working days off for the death of a member of the Superintendent's immediate family (mother, father, sister, brother, husband, wife, son, daughter, similar in-laws, similar step-family, grandchildren, grandparents), or any other person who is a permanent resident of the administrator's household. Such days shall be with full pay and without deduction from any leave credit. The Superintendent shall also be granted, upon request, one (1) day to attend a funeral of other persons. This day shall be with pay and shall be deducted from sick leave credit. If no sick leave is available, the absence shall be without pay.
- I. Education Benefits: The District shall provide full reimbursement to the Superintendent for Professional Development expenses. Also covered are tuition and related expenses upon completion of any course related to administrative responsibilities where prior approval has been received by the Board President before enrolling in said course.

- J. Emergency Days: The Superintendent shall be granted up to three (3) days of emergency leave, which shall be deducted from the accumulated sick leave.
 - K. Holidays: The District shall provide the Superintendent the following holidays off with pay: New Year's Eve Day, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday following Thanksgiving, and Christmas Eve Day, Christmas Day.
 - L. Annual Physical: The District shall provide the Superintendent an annual physical at school expense (unless covered by the insurance package) to be performed by a physician of the Superintendent's choice.
9. **TERMINATION:** If, at any time, the Superintendent fails to maintain the credentials and qualifications for the position of Superintendent as required by this contract, the contract shall automatically terminate. The Superintendent shall be subject to discharge for reasons that are not arbitrary and capricious. 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, he may have legal counsel at his own expense.
10. **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.
11. **DISPUTE RESOLUTION:** In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation. This contract is specifically made subject to and incorporates the provisions of Michigan law governing arbitrations, MCL 600.5001; MSA 27A. 5001, as amended, and the applicable court rules, MCR 3.602, as amended. This contract is enforceable as to all parties to arbitrate as acknowledged by their signatures below. The terms of this provision shall survive the employment terms.
12. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan, County of Cheboygan. We, the parties to this Superintendent's Employment Contract, sign our names and execute this contract as the day and year written in the opening paragraph.
13. **PROFESSIONAL LIABILITY:** The 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 Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment.

The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board members be considered personally

liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

Board of Education President

Brad Jacobs, Superintendent

Board of Education Secretary