

**MELVINDALE – NORTHERN ALLEN PARK
SCHOOL DISTRICT**

INTERIM SUPERINTENDENT CONTRACT

THIS AGREEMENT is between the Melvindale – Northern Allen Park Public School's Board of Education (hereinafter called "Board") and Mary Ann Cyr (hereinafter called "Interim Superintendent"). The Board has appointed Mary Ann Cyr to serve as Interim Superintendent, and she has accepted this appointment.

The Parties agree as follows regarding Mary Ann Cyr's contract as Interim Superintendent:

1. **Contract Period.** The Board agrees to employ Mary Ann Cyr as Interim Superintendent of Schools for a term commencing January 1, 2022 through June 30, 2022. The Interim Superintendent's appointment is a temporary appointment and the Interim Superintendent has no intention of serving as a permanent employee.
2. **Duties.** The Interim Superintendent agrees, during the period of this Agreement, to faithfully perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws and regulations of the State and United States Department of Education.
3. **Compensation.** The Board agrees to pay the Interim Superintendent for her services during her tenure as an Interim Superintendent an annual salary of \$150,000, prorated over the period of time that she serves as Interim Superintendent.
4. **Evaluation.** The Board shall evaluate the Interim Superintendent as may be appropriate and as may be required under section 1249 of the Michigan Revised School Code, MCL 380.1249.
5. **Fringe Benefits.** The Board shall provide the Interim Superintendent with the following benefits:
 - a. Medical, hospitalization, dental, vision and prescription coverage as provided to the Board's other administrators, at the single subscriber level.
 - b. Thirty vacation days per year, prorated over the period worked which totals 15 days, frontloaded, beginning January 1, 2022. Four days of vacation must be used over the Spring/Easter break. At the conclusion of her appointment, unused vacation days, if any, shall be paid out at her daily rate.

c. Twelve CTO days per year, prorated over the period worked, which totals six days, frontloaded beginning January 1, 2022. Unused CTO days shall not be paid out.

d. Reimbursement for monthly cost of cell phone.

- 6. Professional Growth.** The Interim Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. Said expenses shall be approved by the Board prior to the same being incurred.
- 7. Professional Dues and Membership Fees.** In addition to those associations that she had joined prior to her appointment as Interim Superintendent, the District shall pay the Interim Superintendent's Association dues for the American Association of School Administrators, the Michigan Association of School Administrators, and MASA Region in which the District is located as well as other appropriate affiliations as related to the duties as Interim Superintendent and approved in advance by the Board.
- 8. Tenure.** The Interim Superintendent shall not have tenure in this or any other administrative or non-classroom position.
- 9. Termination Provisions.** This contract may be terminated during the contract term for a reason that is not arbitrary or capricious. Notice of charges against the Interim Superintendent deemed sufficient by the Board to constitute a reason that is not arbitrary or capricious for the Interim Superintendent's discharge shall be given in writing to the Interim Superintendent and the Interim Superintendent shall be entitled to appear before the Board to discuss the charges. The Interim Superintendent may be accompanied by an attorney at her own expense at such meeting.

This Agreement and its terms shall automatically terminate in the event of death or serious disability of the Interim Superintendent. Any earned salary or accrued unused vacation days at the time of death shall be paid to the Interim Superintendent's heirs and/or designated beneficiaries in the manner permitted or required by applicable law.

- 10. Professional Liability.** In the light of the unique nature of the professional duties of the Interim Superintendent, the Board shall provide to the Interim Superintendent, at no expense to her, legal counsel and representation in any legal action brought against her as Interim Superintendent and insure her adequately against all liability that results from her performance as Interim Superintendent or as a result of performing any duties related to the office of Interim Superintendent.

11. Dispute Resolution. In the event of a dispute between the Parties relating to any provision of this Agreement, the employment relationship, 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 rules of and administered by the American Arbitration Association. The arbitrator's fee and the expense of the AAA 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. Arbitration must be initiated within sixty (60) days of the action giving rise to the dispute or it is waived.

12. Curriculum Director Duties. It is not expected that the Interim Superintendent shall undertake the duties of the position of Curriculum Director. Should it become necessary or convenient that the Interim Superintendent undertake those duties, the Parties will meet to discuss those additional duties, and the compensation therefore, as is necessary.

13. Amendment. This Agreement constitutes the entire understanding and agreement of the Parties. No individual Board member has the authority to enter into any new or different contract or to modify this Agreement unless in writing, approved by the Board and signed by both Parties.

We, the Parties to this Interim Superintendent's Contract, sign our names and execute this Agreement as of the day and year written below.

**MELVINDALE – NORTHERN ALLEN
PARK BOARD OF EDUCATION**

INTERIM SUPERINTENDENT



Resident



Mary Ann Cyr

11-10-21

Date

11-12-21

Date



Secretary

11/10/21

Date