

## CONTRACT OF EMPLOYMENT

### **Superintendent of Menominee County Intermediate School District**

It is hereby mutually agreed by and between the Menominee County Intermediate School District Board of Education (hereinafter "Board") and John Mans (hereinafter "Superintendent") that, pursuant to Section 1229 of the Revised School Code of the State of Michigan, MCL 380.1229 (Public Act 289 of 1995), the Board has and does hereby employ the said John Mans as its Superintendent of Schools from December 1, 2011 through June 30, 2013, according to the terms and conditions as described and set forth herein as follows:

1. Superintendent shall perform the duties of Superintendent of Menominee County Intermediate School District as prescribed by the Revised School Code of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.

2. The Superintendent agrees during the period of this contract to faithfully perform his duties and obligations in such capacities 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 school administration or the school district and he will inform the Board as to administrative action taken on its behalf. The superintendent will not engage in conduct involving moral turpitude.

3. The Superintendent 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 duties and obligations incumbent upon him as the executive head of the school system and school district. Further, the Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the school district and consistently promote efficiency in all areas of his responsibility. The Board recognizes that the Superintendent is expected to shoulder his share of professional responsibilities outside of the district on behalf of the educational community at large. This would in no way be construed as a conflict with his duties as Superintendent.

4. Superintendent shall be paid an annual salary of not less than Ninety thousand dollars (\$90,000) in consideration of his performance of the duties and responsibilities of the position of the Superintendent of Menominee County Intermediate School District in conformance with the requirements and expectations of the Board as set forth herein. Salary for 2012-2013 will be determined in the future but will not be less than the 2011-2012 salary. The annual salary shall be paid in twenty-six (26) equal installments during the applicable 12 (twelve) month period of July 1 through June 30. The Board hereby retains the right to adjust the salary of the Superintendent during the term of this contract and that any such salary adjustment shall not reduce the annual salary below the minimum annual salary prescribed here in. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and, when executed by the Superintendent and the Board, shall become a part of this contract.

5. Superintendent is employed for a period of fifty-two (52) weeks of work per year, July 1 through June 30, as scheduled by the Board. Superintendent shall be granted vacation time of twenty-five (25) days per fiscal year which shall not accumulate for use in any subsequent fiscal year without the expressed written consent of the Board. Vacation days must be used within the fiscal year for which they are made available with no more than ten days carried forward to the next year and Superintendent shall not receive any additional compensation in lieu of use of vacation days without the express agreement of the Board. Superintendent shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the school district.

6. Superintendent's performance shall be evaluated by the Board annually and presented to the Superintendent in writing no later than March 31<sup>st</sup> in any given school year. As such evaluations are to be based in part on goals and objectives, said goals and objectives will be presented to the Superintendent in writing prior to the year of evaluation.

7. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform this position's responsibilities for a period of ninety (90) consecutive work days due to mental or physical disability.

8. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for good and just cause, including engaging in behavior involving moral turpitude, but the Board shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he shall have 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.

9. The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term, which decision is discretionary with the Board of Education. Non-renewal shall be prescribed under Section 1229 of the Revised School Code, MCL 380.1229.

10. 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. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within thirty (30) days of the occurrence giving rise to the grievance. 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 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.

11. Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Menominee County Intermediate School District by virtue of this contract or any employment assignment of this school district. 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.

12. Superintendent shall submit to such medical examinations, supply such information, and execute such documentation as may be required by underwriters, policyholders, or third party administrators providing insurance programs specified under this contract. Additionally, the Board may request release of medical information necessary to determine if the Superintendent is capable of performing the duties required in his assignment. The Board may require the Superintendent to have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and mental capacity of the Superintendent to perform his duties. Medical information provided under this agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative to this provision, the cost of services for said examination shall be borne by the school district.

13. During the term of this contract, the Board will provide the Superintendent and his family insurance benefits provided by the Board of Education which shall include Health, Dental, Life, Vision, L.T.D. packages, the same as the Association.

14. The Board reserves the right to change the identify of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above described insurance coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

15. The Board and District agree to indemnify, defend, and hold harmless the Administrator from and against any and all claims, actions, law suits, administrative or judicial proceedings, demands, liabilities, and claims for damages, costs, interest, legal fees, or expenses brought against or in any way involving the Administrator in either his official or individual capacities that arise from or relate to matters or conduct within the scope of his employment or duties under this Contract.

16. The Superintendent is entitled to the holiday schedule as approved by the Board in the Employment Guide for Full Time Employees and 3 personal business days (non-accumulative).

17. If Superintendent is absent from duty on account of personal illness or disability, he shall be allowed full pay for a total of twelve (12) days (accumulative to 150) per contract year.

18. Superintendent shall be eligible to be reimbursed for travel, meals, lodging in accordance with per diem expense and reimbursement procedures established by the Board. Any expenses to be incurred by Superintendent for out-of-district travel shall be submitted for review and approval by the Board. Superintendent shall be required to present an itemized account of reasonable and necessary expenses in accordance with direction of the Board.

19. The Board shall pay the dues and costs of the Superintendent for membership in mutually agreed upon Associations including one community based service organization.

20. This contract of employment contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of the Superintendent and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. All prior agreements pertaining to, connected with, or arising in any manner out of employment of the Superintendent by the Board is hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modifications of this contract of employment shall be valid or binding unless it is in writing and signed by the Superintendent and by the Board. No waiver of any provisions of this contract shall be valid unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provisions of this contract, at any time shall be deemed a waiver of any other provision of this contract at such time or at any other time.

21. If any provision of this agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of this agreement to any party.

22. This agreement is executed on behalf of the Menominee County Intermediate School District pursuant to the authority granted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year noted.

3/29/12

Date

[Signature]

Superintendent

**MENOMINEE COUNTY INTERMEDIATE SCHOOL DISTRICT**

**BOARD OF EDUCATION**

MARCH 28, 2012

Date

[Signature]

President

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Date

Karen Brusson

Vice-President