

PINCONNING AREA SCHOOLS

CONTRACT OF EMPLOYMENT

SUPERINTENDENT OF SCHOOLS

This Contract of Employment, hereinafter "Contract", is entered into this 26<sup>th</sup> day of September, 2011 by and between the Board of Education of the Pinconning Area Schools, hereinafter "Board" and Michael J. Vieau, hereinafter "Superintendent", according to the terms and conditions hereinafter set forth:

1. TERM OF EMPLOYMENT -

Pursuant to Section 1229(1) of the Revised School Code, MCL 380-1229(1), the Board hereby employs Superintendent for a five (5) year period commencing on September 26th, 2011 and ending on June 30, 2016 and subject to the termination provisions of this Contract in paragraphs 13 and 14. Contract to have opener at the end of contract year 2013 – 2014 for negotiation of wages and potential extension of contract.

2. DUTIES AND RESPONSIBILITIES

Superintendent shall competently perform the duties and responsibilities of the position of Superintendent of Schools as required by law and as established by the Board and shall implement the Board's education program and policies during the entire term of this Contract. Superintendent shall competently perform such administrative duties as may be assigned from time to time by the Board. Superintendent represents that he is duly and legally qualified to perform the duties of the position of Superintendent of Schools and that he will possess and maintain such qualifications at all times during the term of this Contract.

Superintendent agrees to devote his talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position of Superintendent of Schools as required and assigned. Superintendent agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Superintendent 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 for which he is responsible during the entire term of this Contract. Superintendent pledges to use his best efforts to maintain and improve the quality of the operation of the School District and constantly promote efficiency in all areas of his responsibility.

3. QUALIFICATIONS

Superintendent represents that he holds all certificates and credentials, or appropriate waivers or permits, required by law (including Department of Education regulations) and by the Board to serve in the position assigned. Administrator certification is

preferred but not required. This Contract shall not be valid unless Superintendent shall maintain such qualifications. The Contract shall terminate if Superintendent shall at any time fail to possess and maintain any such qualifications and the Board shall have no further obligations hereunder.

4. TENURE EXCLUSIONS

Superintendent is hereby expressly excluded from acquiring tenure in the position of Superintendent or any other administrative positions to which he may be assigned and shall not have tenure in any capacity other than that of a classroom teacher as may be conferred by operation of law in accordance with the provisions of the Michigan Teacher Tenure Act, MCL 38.71, et seq.

5. EVALUATION

The School District shall evaluate the performance of the Superintendent not less than once during each school year using multiple rating categories that take into account data on student growth as a significant factor. A written evaluation shall be prepared, provided to and discussed with the Superintendent prior to July 1 of each year.

6. RESIDENCY

During the term of this Contract, Superintendent shall, establish and thereafter maintain his personal and family residence within twenty (20) miles from the nearest School District geographical boundary of the Pinconning Area Schools as permitted by law. Failure to establish and/or maintain such residency will be deemed to be sufficient cause for termination of this Contract. This residency requirement may be adjusted to conform to any subsequent residency requirements permitted by any change in law.

7. COMPENSATION

See Appendix A

The Board retains the right to review and adjust this annual salary rate if agreed by both parties, but such adjustments shall not reduce the annual compensation below the previous year's salary rate as specified. In accordance with 380.1250 of the revised school code, Superintendents job performance and job accomplishments will be significant factors in determining any adjustment to compensation. Any adjustment in salary made during the life of this Contract shall be made in the form of an amendment and shall become part of this Contract, but it shall not thereby considered that the Board has entered into a new Contract with the Superintendent nor that the termination date of the existing Contract has been thereby extended.

8. WORK YEAR

Superintendent work year shall be on 260 total work days less Holidays and PTO (paid time off) days, see attached Appendix "A".

9. BENEFITS

The Board shall provide the Superintendent with the following benefits:

(1) HEALTH INSURANCE

The health insurance provided to Superintendent and his immediate family shall be full family health care protection substantially comparable to MiEHIP health care, or the health insurance coverage provided at the date of execution of this agreement. If the School District desires to change the health insurance and if permitted by the carrier, the Superintendent shall have the option of retaining the health insurance in effect at the date this agreement was executed. Provided, however, the Superintendent shall be obligated to pay any difference costs. NOTE: The School District will furnish the normal full-family negotiated Contract for health insurance. However, should the Superintendent require at "At Risk Policy" the School District will pay the normal monthly rate of the negotiated health insurance policy; said Superintendent will be responsible for any difference in premium.

The Superintendent shall submit to such medical examinations, supply such information and execute such documents as may be required by any company or companies providing insurance coverage as hereinbefore provided. The Board may request release of any medical information necessary to determine if the Superintendent is capable of performing the duties required by the position, and if necessary, the Superintendent agrees to undergo a medical examination by a physician and that, upon such examination, a statement certifying the physical competence of the Superintendent and signed by such physician shall be filed with the Secretary of the Board and regarded as confidential information by the Board. The Board shall pay the actual reasonable costs for said physical examination if requested.

The terms of any Contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance. The School District, by payment of the premium payments required to provide the above-described insurance coverage, shall be relieved from all liability with respect to insurance benefits.

(2) FULL FAMILY DENTAL INSURANCE

Coverage will be equal to the dental insurance coverage provided at the date of execution of this agreement. Any additional options offered by insurance carriers will be available on an optional basis at the Superintendent's expense.

(3) FULL FAMILY VISION CARE

Coverage will be equal to the vision insurance coverage provided at the date of execution of this agreement .

(4) TERM LIFE INSURANCE

Term life insurance in the amount of \$200,000, including accidental death and dismemberment benefits.

(5) LONG-TERM DISABILITY INSURANCE

The long-term disability insurance provided by the District will be equal to 66 2/3% of monthly earnings up to a total of \$3,000/month. This insurance begins after a waiting period of 45 regularly scheduled workdays on which the person insured would have been expected to perform his normal duties.

(6) EXTRA HOURS CREDIT

Payment for each semester or quarter hour shall be paid by the Board for approved hours beyond a Masters Degree. All hours shall be approved by the Board prior to taking the course.

(7) ANNUITY

The School District shall pay to a Section 403 (B) annuity benefit, as designated by the Superintendent for the entire term of this agreement, see Appendix "A" for the amount of compensation on the annual basis

(8) HOLIDAYS

The Superintendent is entitled to holidays for which no service to the School District is required as specified in Appendix "A"

(9) PTO DAYS

During the continuance of this agreement, the Superintendent shall be entitled to PTO (Personal Time Off) Days per fiscal year as specified in Appendix "A" If not completely used, the District will pay 80% of the daily salary of the unused days. This is to be paid by June 30 of each year, or on a pro-rated basis upon termination of Contract.

(10) LEAVE AND RELEASED TIME

Subject to notice to the Board President, the Superintendent shall be provided with up to five (5) days release time for such things as emergencies, personal/family illness or death in the family if all PTO days have been used. Release days may be accumulated up to 45 days. Accumulated days will not be paid out upon termination of this contract. If called for jury duty, the stipend received will be turned over to the School District, and he will receive his regular wage.

(11) MEETINGS, CONFERENCES, MEMBERSHIPS, COURSES AND WORKSHOPS

With prior School District approval the Superintendent may, subject to administrative procedures and policies of the School District and any subsequent additions, deletions, or amendments to same, all of which are made a part hereof by reference thereto, attend appropriate professional meetings, conferences, workshops, hearings, or speaking engagements at the local, state and national level on behalf of the School District and which may require the Superintendent to be absent from the School District during normal work hours or days. Reasonable expenses incurred while attending meetings, conference, or workshops as a representative or agent of the School District will be paid directly by the School District or will be reimbursed to the Superintendent upon presentation of an itemized accounting of such expenses as a condition precedent to reimbursement. Attendance at out of state conferences, workshops and/or conventions shall be subject to prior Board approval. The School District may also pay membership dues for the Superintendent in state and national organizations. Additional educational memberships may be approved by the Board of Education. Tuition for the Superintendent in courses or workshops, if in the best interests of the School District and approved by the Board, shall be reimbursed.

(12) SEVERANCE PAY

In the event the Superintendent's employment is terminated due to retirement, death or for failure of the School District to renew or extend his employment for reasons other than those set forth in paragraph 13 of this Contract, then, in such an event he shall receive the following severance pay:

- (1) In the event the Superintendent dies during his term of employment, the School District shall, within fifteen (15) days pay his estate any monies due the Superintendent for severance items covered by this Contract.

10. PROFESSIONAL LIABILITY INSURANCE

The Board agrees to maintain errors and omissions insurance coverage for the Superintendent while engaged in the performance of his duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of his authority as Superintendent of Schools. The terms of the errors and omissions insurance

policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

#### 11. TERMINATION OF CONTRACT

Superintendent may be discharged and this Contract terminated at any time during the term of this Contract for just cause. Superintendent shall be entitled to written notice of charges and a hearing before the Board on said cause or causes. Superintendent shall have the right to representation by legal counsel of his choice at his expense. The hearing shall be public or private at the request of the Superintendent. In the event a hearing is held, Superintendent shall be provided a written decision describing the results of the meeting.

The Board shall be entitled to terminate the Superintendent's employment during the term of this Contract in the event of the Superintendent's inability to perform his duties due to mental or physical disability for a period of ninety (90) consecutive work days or more following use of available sick days.

The foregoing standards and procedures for termination of this Contract during its term shall not be applicable to a decision by the Board not to renew or extend this Contract at the expiration of its term, which decision is at the discretion of the Board.

#### 12. TERMINATION UPON EXPIRATION OF CONTRACT

The Board, in its sole discretion, and with or without cause, may act to not renew this Contract beyond its stated expiration date. Unless the Board of Education gives written notice of non-renewal of this Contract to the Superintendent at least ninety (90) days before the stated termination date, the terms of this Contract will be extended for one additional year beyond its stated termination date by operation of law, in accordance with the requirements of Section 1229(1) of the Revised School Code, MCL 380.1229 (1) The Superintendent shall advise the Board of this obligation during the month of January prior to the stated termination date of this Contract.

#### 13. ENTIRE CONTRACT AND UNDERSTANDING

This Contract contains the entire agreement and understanding by and between the Board and Superintendent with respect to the employment of 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 the employment of Superintendent by the Board, are hereby terminated and shall hereafter be of no force or effect whatsoever. No change or modification of this Contract shall be valid or binding unless it is in writing and signed by the Superintendent and the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at any time.

**14. SEVERABILITY OF PROVISIONS**

If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Contract shall continue in full force and effect in all other respects without said provision(s). If any of the terms of this Contract are determined not to be legally enforceable as written, the provision will be enforced to the extent allowed by law.

**15. ACKNOWLEDGEMENT**

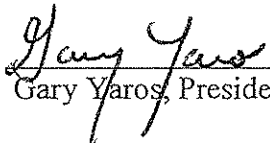
Each party acknowledges that they have read this Contract and agree to the terms and conditions herein contained.

**16. EXECUTION OF CONTRACT**

This Contract is executed by the Board on behalf of the Pinconning Area Schools pursuant to the authority granted and contained in the resolution of the Board adopted on September 26th, 2011, the same being incorporated herein by reference.

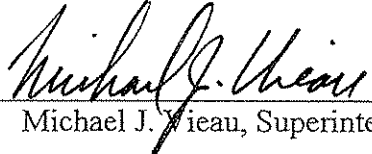
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Contract of Employment this 26th day of September, 2011 by affixing their signatures personally or by authorized representatives as follows:

**BY: THE BOARD OF EDUCATION  
PINCONNING AREA SCHOOLS**

  
\_\_\_\_\_  
Gary Yaros, President

  
\_\_\_\_\_  
Paul Pomaville, Secretary

**BY: SUPERINTENDENT  
PINCONNING AREA SCHOOLS**

  
\_\_\_\_\_  
Michael J. Vieau, Superintendent

Michele Vieau

## Appendix A

Appendix A				
<b>Annual Compensation</b>				
School Year	Annual Salary			
2011/2012	\$	96,800.00		
2012/2013	\$	99,704.00		
2013/2014	\$	102,695.00		
2014/2015*	\$	102,695.00		
2015/2016*	\$	102,695.00		
*indicates possible re-negotiation with extension option				
<b>Annuity Compensation</b>				
School Year	Annuity amount			
2011/2012	\$	5,000.00		
2012/2013	\$	5,500.00		
2013/2014	\$	5,500.00		
2014/2015*	\$	5,500.00		
2015/2016*	\$	5,500.00		
*indicates possible re-negotiation with extension option				
<b>Paid Holiday's (10) days</b>		<b>Paid Time Off days (PTO)</b>		
New Years Eve		School Year	# of days/year	
New Years Eve Day		2011/2012	28	
Good Friday		2012/2013	31	
Memorial Day		2013/2014	31	
Independence Day		2014/2015*	31	
Labor Day		2015/2016*	31	
Thanksgiving Day		*indicates possible re-negotiation with extension option		
Day After Thanksgiving				
Day before Christmas				
Christmas Day				
<b>Bonus/Incentive Plan</b>				
School Year	Financial Goal = 3%	Academic Goal = 3%	TBD Goal = 2%	TBD Goal = 2%
2011/2012	Yes	No	No	No
2012/2013	Yes	Yes	Yes	Yes
2013/2014	Yes	Yes	Yes	Yes
2014/2015*	TBD	TBD	TBD	TBD
2015/2016*	TBD	TBD	TBD	TBD
*indicates possible re-negotiation with extension option				
**terms of the bonus plan and expectation to be defined and agreed upon				
***Financial bonus if District meets or exceeds budget forecast after audit revision to January amended budget for each school year to final audit numbers				
****Bonus plan to be paid January of the following school year after completion of audit				