

**CONTRACT OF EMPLOYMENT
for 2012/2013
BETWEEN**

Carl Seiter

**and the BOARD OF EDUCATION
of the FARWELL AREA SCHOOL DISTRICT**

THIS CONTRACT is entered into on the 1st day of July, 2012, between the Board of Education of the Farwell Area School District, referred to as the “Board of Education” and Carl Seiter , referred to as “Superintendent” in this contract.

Because the Board of Education at a meeting held on the 19th day of March, 2012, approved the employment of Carl Seiter as Superintendent in accordance with the terms and conditions of this contract, and he 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 the First day of July, 2012, and continue in force through the Thirtieth day of June, 2015, subject to extension and termination as provided in Paragraphs 4 and 10.
2. **DUTIES** The Superintendent represents that s/he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position. Carl Seiter agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.
3. **EVALUATION** Annually, no later than the last day of March of each year during the term of this contract, the Board of Education shall review with the Superintendent his/her performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. At the outset of each evaluation, the Board and the Superintendent, jointly, shall determine the method by which the evaluation shall be conducted.
4. **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 last day of March 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 Section 1229 of the Revised School Code. The Superintendent shall advise the Board of Education of this obligation during the month of January.

5. **TENURE EXCLUSION** This contract does not confer tenure upon the Superintendent in this position or any other administrative position in the district.

6. **BENEFITS/REQUIREMENTS** The Superintendent is entitled to the following specific benefits or requirements:

A. Sick Leave

The Superintendent shall be granted one (1) day for each month of employment for sick leave, not to exceed twelve (12) days per year, with a maximum accumulation of one hundred and twenty (120) days, and pro-rated for partial months. Unused days over 120 will be eligible for reimbursement of \$45.00 per day to be paid in a lump sum in June.

Pay for sick leave shall commence with the time the Superintendent is unable to work and shall continue for the duration of the illness and/or disability, until the Board has paid an amount equal to the Superintendent's accumulated leave, or until the Superintendent becomes eligible for long-term disability insurance payments, whichever is sooner. The Board of Education may request a doctor's certificate at district expense in cases of illness.

B. Leave Days

Three (3) days may be used per year for leave. These days are not cumulative and shall not be deducted from any other unused leave time or credited towards sick leave accumulations.

The Superintendent shall be granted eleven paid holidays.

C. Court Appearance

Other leaves with pay not deductible from sick leave are absences for court appearances as a witness in any case connected with the Superintendent's employment under the Board. Paid leave of absence will be granted for jury duty. Any compensation, excluding expense reimbursement, received by the Superintendent in the form of witness fees or jury pay will be given to the Board to offset wages paid.

D. Funeral Leave

The Superintendent may use in any one school year, up to three (3) days for death in the immediate family without deduction from sick leave. (Immediate family, for the purpose of this section, is defined as wife, husband, child, spouse of child, brother or sister of employee or spouse, parents of employee or spouse, except that a person residing in the same household may also be considered as the

immediate family for the purpose of this section.) Additional days may be granted by the Board of Education but deducted from sick leave or leave days.

E. Tuition Reimbursement

Tuition will be reimbursed by the Board of Education upon course completion for a maximum six (6) semester hours credit per year (not to exceed \$3,000). The course selection must be approved by the Board of Education prior to enrollment. If tuition is not used the Superintendent may opt, upon approval of the Board of Education, to put the dollars towards a national conference.

F. Expense Reimbursement

Mileage: Mileage will be reimbursed for any trip longer than 50 miles round trip that is school related at the current IRS rate.

Meals: A Superintendent who is away from the school building during a normal meal period while performing assigned duties has the option of procuring a meal at the school district's expense. Requests for reimbursement shall be submitted not later than thirty (30) days after the date on which the expense was incurred. The amount of reimbursement shall be subject to administrative guideline.

G. Health Insurance

The Superintendent will receive the District's established Health Insurance.

H. Life Insurance

Life insurance provided at three times base salary

I. Dental/Vision Insurance

The Superintendent will receive the District's established dental and vision insurance.

J. Long Term Disability

The Superintendent will receive the District's established Long-term Disability Insurance.

K. Cellular Phone

The Superintendent shall receive a cellular phone package.

8. SPECIAL PROVISIONS

A. The Superintendent shall be granted twenty-five (25) vacation days per year. These days shall be in addition to the holidays recognized by the Board of Education. The Superintendent shall be paid out for unused vacation days, up to a total of five days per year, at a per diem rate.

- B. The Board of Education 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 by the President of the Board of Education.
 - C. The Superintendent may attend professional meetings at the local, state and national levels. The expenses of said attendance for the Superintendent shall be paid by the Board of Education. Attendance at a national meeting must be approved in advance by the President of the Board of Education.
 - D. The Superintendent agrees to have a comprehensive medical examination annually. A statement certifying to the physical and mental condition of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The cost of said medical examination and reports shall be paid by the Board of Education.
 - E. In light of the unique nature of the professional duties of the Superintendent, the Board of Education shall purchase insurance coverage for the Superintendent related to his/her employment by the Board of Education designed to provide the Superintendent with protection from liability related to the Superintendent's employment. The defense and indemnity to which the Superintendent is entitled shall be solely dependent upon the terms of the insurance policy. The Board of Education's obligations shall be limited to the payment of the insurance premiums. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment.
9. **COMPENSATION** The Board of Education shall pay in bi-weekly installments to the Superintendent an annual base salary of \$97,000 plus \$1,000 for completion of Michigan Leadership Institute, for the school year July 1, 2012 through June 30, 2013, and not less than the above for the school year/s July 1, 2012 through June 30, 2015. The Board 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.

The superintendent will receive additional compensation in the amount of 5% of his/her annual salary to be used for a tax-sheltered annuity. This board paid annuity will be considered additional compensation.

As additional compensation, the Superintendent shall receive the following longevity stipends:

2012-2013	An additional \$1,000 per year upon completion of the Michigan Leadership Institute Superintendent's Academy Training
2013-2014	an additional \$1,000 per year while enrolled in the Courageous Journey Program
2014-2015	an additional \$ 1,000 per year upon completion of the Courageous Journey Program

As additional compensation, the Superintendent will be provided an advanced professional education stipend. Entitlement to the advanced professional education stipend is based upon the following schedule:

MA in educational leadership	-	\$500 per year
Education Specialist Degree	-	\$750 per year
Doctoral Degree	-	\$1,000 per year

The advanced professional education stipend to which the Superintendent is entitled will be added to his base salary.

After the Superintendent has been in the district a minimum of five years, he/she shall receive 70% of the unused sick leave at the rate of seventy dollars (\$70) per day pay upon retirement when said Superintendent is employed by the Farwell Area Schools at the time of the retirement.

Either/or

A Superintendent who has served a minimum of five years as an administrator in the Farwell Area Schools, shall be entitled to severance pay equal to 75% of the unused sick leave at the per day rate of seventy dollars (\$70) per day pay upon being granted a release from his/her contract.

10. **SEVERANCE:** Upon retirement from Farwell Area Schools, the Board will pay the superintendent a retirement incentive equal to 50% of the superintendent's final annual base salary. To be eligible, the superintendent must: 1) have been employed pursuant to an administrative contract for the final nine (9) or more years of employment with the Farwell Area Schools; 2) be at least fifty (50) years of age; and 3) retire pursuant to the Michigan Public School Employees Retirement System.
11. **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 may be discharged and this contract terminated at any time for cause, including failure to uphold any Board of Education bylaw, policy or regulation. No discharge shall be effective until written charges have been served upon him/her and he/she shall have an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearings

shall be public or private at the option of the Superintendent. At such hearing, she/he may have legal counsel at her/his own expense.

12. **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.
13. **DISPUTE RESOLUTION** In the event of 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 a 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 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 representation.
14. **REPLACEMENT CONTRACT.** This contract shall supercede and replace any current contract of employment between the Board of Education and the Superintendent.
15. **GOVERNING LAW** This contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

We, the parties of this Superintendent's Contract of Employment, sign our names and execute this contract as of the day and year written in the opening paragraph.

FOR THE BOARD OF EDUCATION:

BY THE ADMINISTRATOR:

Max Paine, Board President

Carl Seiter, Superintendent

Rose Sharp, Board Secretary