

Administrative Employment Contract

Between

Dr. Jan C. Amsterburg

**and the Board of Education of
Gratiot-Isabella Regional Education Service District,
Ithaca, Michigan**

The employment contract made and entered into this 1st day of July 2016 by and between the Board of Education of Gratiot-Isabella Regional Education Service District, hereinafter referred to as District, and Dr. Jan C. Amsterburg referred to as Superintendent.

WITNESSETH:

1. District, in consideration of the promises, herein contained, of Superintendent, hereby employs, and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2016 and ending June 30, 2019. This contract shall continue in full force subject to the following extension and termination options:

Board Option. The Board of Education, during the second year of the term of this contract, may extend the contract for an additional two year period.

Operation of Law. Unless the Board of Education gives written notice on non-renewal of this contract to the Administrator 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 shall advise the Board of Education of this obligation, in writing, during the month of January of the expiring year of the contract.

2. Superintendent represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Additionally, Superintendent agrees, as a condition of his/her continued employment, to meet all 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 Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, the Contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Said Superintendent shall not be deemed to be granted continuing tenure in said position established by virtue of the Contract of Employment.

4. Superintendent's performance shall be evaluated annually as provided for in currently adopted Board of Education Policy.

5. The Board shall be entitled to terminate the Superintendent's employment at any time during the term of the Contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, or if the Superintendent materially breaches the terms and conditions of the Agreement.

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.

In the event that the Board undertakes to dismiss Superintendent during the term of the contract, he/she shall be entitled to written notice of charges and an opportunity for a hearing before the Board. In the event of termination of employment during the term of this Contract, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

6. The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board may void this contract if the Administrator violates this provision. Moral turpitude may be defined as an intentional gross violation of standards of moral conduct and may include crimes against another person, crimes against property, crimes against society and/or crimes against the government.

7. District shall pay Superintendent at an annual salary rate of \$142,182 (one hundred forty two thousand one hundred eighty two dollars). This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payment in effect for other certified employees or in some other way mutually agreed to by both parties. Such compensation shall be based upon 247 work days each year.

District and Superintendent may mutually agree to adjust the salary of Superintendent during the term of this contract, but in no event shall he/she be paid less than the salary he/she is presently receiving. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and become part of the contract, but it shall not be deemed that District and Superintendent have entered into a new contract nor that the termination date of the existing contract has been extended.

8. The Superintendent shall receive an annuity (5% of current wage) in the amount of \$7,109 (seven thousand one hundred nine dollars) divided equally between each scheduled pay date. He/she will choose a Board approved annuity company. Gratiot-Isabella RESD will disburse funds to chosen Board approved company, immediately following each scheduled pay date.

9. District shall pay or reimburse Superintendent for reasonable expenses approved by District and incurred by Superintendent in continuing performance of his/her duties under this employment agreement. Travel expenses related to the performance of the Superintendent's duties will be provided for using one of two methods. A district car will be made available to the Superintendent for his/her use and be fully maintained by the district in a safe useable condition or the Superintendent will be reimbursed for job related expenses at the mileage reimbursement rate established by the IRS. Superintendent must make determination annually which of the two methods of travel reimbursement he/she will be using for the upcoming year.

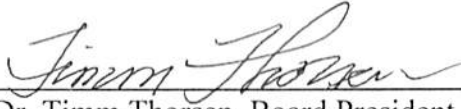

10. The Board shall provide the Superintendent with the following benefits:

- § Health, dental and vision insurance provided other administrative employees. Should said Employee elect not to receive health care insurance, he/she will be provided \$250.00 per month in taxable cash or other Board approved options as selected by the Employee.
- § If insurable, a term life insurance policy with a face value of one (1) times the amount of Superintendent's annual contracted salary plus an additional \$200,000 (two hundred thousand), payable to Superintendent's beneficiary
- § Long Term Disability plan purchased by the Board which provides a 70% benefit of said Superintendent's salary at the time of disability
- § Twenty (20) days of paid vacation per contract year, accumulative to thirty (30) days (Superintendent may carry over a maximum of ten (10) unused vacation days from the previous fiscal year)
- § Three (3) personal days per contract year
- § Twelve (12) sick days per contract year, accumulative to two hundred (200) days. Upon departure of employment from GIRESD, said employee shall be eligible for a lump-sum payment of accumulated sick leave at the rate of \$50.00 per day up to a maximum of 85 (eighty-five) days. Upon public school retirement of employment from GIRESD, said employee shall be eligible for a lump-sum payment of accumulated sick leave at the rate of \$50.00 per day up to a maximum of 200 (two hundred) days.
- § Bereavement leave not to be deducted from sick leave for the following: five (5) days for death of a spouse, parent, child, or foster child; three (3) days for death of a grandparent, grandchild, brother, sister, parent-in-law, daughter-in-law, son-in-law; one (1) day for death of brother-in-law or sister-in-law.

11. District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in his individual capacity or in his/her official capacity as agent and employee of the district, provided that the incident arose while Superintendent was acting within the scope of his/her authority and during the course of this employment and, provided further, that this provision shall not cover or include criminal litigation. In no case will individual members of District's Board of Education be personally liable for indemnifying and holding the Superintendent harmless against such demands, claims, suits, actions and legal proceeding. This provision shall be null and void in the event it exceeds the District's authority under State law.

12. District shall, at its expense, provide for the Superintendent once every two years a complete medical examination. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall have access to the report through the Superintendent or shall be advised in writing by the physician of the continual physical and mental fitness of the Superintendent to perform his/her duties, and such report shall be confidential.

IN WITNESS WHEREOF the parties hereto have affixed their hand and seal the 9th day of June 2016.

Gratiot-Isabella Regional Education Service District Board of Education	
By  Dr. Timm Thorsen, Board President	By  Dr. Jan C. Amsterburg