

CONTRACT OF EMPLOYMENT SUPERINTENDENT

This agreement made between Onsted Community Schools, hereinafter called the District, and Mark Haag, hereinafter called the Administrator, for the position of Superintendent.

WITNESSETH:

1. EMPLOYMENT AND DUTIES: The District hereby employs the Administrator to perform such administrative duties connected with the District as may be assigned from time to time by the District or Board of Education. The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Administrator as may be permitted by law.

Said Administrator agrees to perform the duties required of the Administrator by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Administrator is subject to assignment and transfer at the discretion of the Board of Education.

2. CONTRACT AND VALIDITY: This contract shall not be valid unless the Administrator shall have such qualifications for the employment position herein designated as required by law or the State Board of Education at the time the contractual period shall begin, and this contract shall be terminated if the Administrator shall at any time fail to possess any such qualifications or satisfy the continuing education requirements contained in Section 1246 of the Revised School Code. A background check will be conducted as required by law. The Administrator agrees to have a comprehensive medical examination once every year at the Board's expense. A statement certifying to the physical and mental competency of the Administrator shall be submitted to the President of the Board of Education and shall be treated as confidential information.

3. COMPENSATION: The salaries covered by this contract shall be as herein set forth in paragraph 9 of this contract and paid in equal installments. The Administrator shall be given such additional benefits as may be set forth in the Conditions of Employment adopted by the District from time to time. The District is authorized to make such payroll deductions as shall be required by law or authorized by the Administrator and such sums as have not been earned due to absence from employment.

4. CONTRACT: The contract shall be effective for the period hereinafter set forth. The District reserves the right to establish from time to time such employment regulations as it deems reasonable and to make such modifications in any subsequent agreement with the Administrator as may be permitted by law. The Administrator is employed fifty-two (52) weeks per year July 1 through June 30.

5. CONTRACT PERIOD: This contract shall be effective for the period starting on July 1, 2010 and ending June 30, 2015. The Administrator is employed fifty-two (52) weeks per year, July 1 through June 30.

The Board reserves the right to re-evaluate the effective period of this contract in the event that the District enters into an agreement with another District to share a superintendent or consolidate with another district. In this event, the effective period of this contract will be no less than three (3) years from the initial date of the new agreement.

6. EVALUATION AND CONTRACT EXTENSION: No later than March 30 of each school year covered by this contract, the Board shall issue an evaluation assessment of the Administrator's performance of his duties under this contract. The Administrator shall remind the Board of this obligation no later than February 1. If the Board desires to offer an extension of this contract, it shall adopt an express motion or resolution to offer an extension of an additional year and an appropriate amended contract of employment to replace the current contract of employment. If such contract is not accepted and executed by April 15, the offer shall be deemed rescinded and the Administrator's employment shall continue under the then current contract of employment.

7. TERMINATION PROVISION: The Administrator shall be subject to discharge for good and just cause, but the Board of Education shall not arbitrarily and capriciously dismiss him. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair hearing before the Board of Education after ten (10) days notice in writing. Said hearing shall be public or private at the option of the Administrator. At such hearing, he may have legal counsel at his own expense.

8. TENURE: The Administrator shall not have tenure in any non-classroom capacity by virtue of this contract of employment.

9. COMPENSATION: The Superintendent's salary and all additional items considered as compensation will fall within a total compensation package of \$120,000 (One Hundred and Twenty Thousand Dollars). The Administrator may allocate any part of the proposed compensation to: Annuities, various allowances, additional insurance benefits, universal credit purchases, etc.

Insurance coverage for health*, dental, vision, LTD and \$175,000 of life insurance is over and above the compensation package.

*The Superintendent's health coverage will be the same as the building principals. If the Superintendent elects to participate in the health coverage, his contribution shall be \$175/month (\$2,100/year). In the event the Superintendent opts out of health insurance coverage, he shall be provided an alternate benefit on the same basis as offered to other administrators of the District.

10. SICK/PERSONAL DAYS: The Superintendent will receive fifteen (15) personal days in each fiscal year during the life of this contract for personal business, family business, and illness or family illness. The Board of Education must approve personal requests of greater than five (5) days in advance. Personal/Sick day accumulation shall not exceed sixty-seven (67) days and shall be paid when the Administrator leaves the District.

The remaining sick days of the Superintendent's prior contract will be carried over and be paid at a rate of 25% per diem based on the per diem rate when the sick time was earned.

Personal days earned beyond the sixty-seven (67) days will be paid at the end of each year at the 25% per diem rate (260 days). Total Personal/Sick day accumulation will be paid when the Superintendent leaves the District.

11. VACATION DAYS: The Superintendent shall be granted four (4) weeks per fiscal year. Unused vacation days may not accumulate to more than five (5) weeks per year.

12. HOLIDAY PAY: The Superintendent will be granted the following holidays off with pay: Labor Day, Thanksgiving Day plus one day after, Memorial Day, Christmas Day plus one day before, New Year's Day plus one day before, Independence Day plus one day before, and Good Friday. In the event a holiday falls on either a Saturday or a Sunday a comparable working day off will be allowed. The Superintendent shall be available but not required to report during the week between Christmas and New Year's Day and the week of the District's spring break.

13. BEREAVEMENT DAYS: Five (5) days will be given in case of death in the immediate family that includes: Wife, child, mother, father, mother-in-law, father-in-law, brother, sister, grandparent, grandparent-in-law and grandchild.

14. PROFESSIONAL GROWTH AND MEMBERSHIP: The District shall provide the Superintendent ten (10) days paid study leave plus all reasonable expenses in order to visit schools, attend in-depth conferences or research a specific topic or goal. Request for professional growth leave will be submitted to the Board of Education for approval.

Professional dues will be paid annually for membership in Michigan Association of School Administrators, the Superintendent Institute of America and other appropriate affiliations as approved. The District shall become a member of the Michigan Equity Caucus.

The Superintendent shall receive reimbursement of education expenses up to nine (9) credit hours per year.

15. EXPENSE REIMBURSEMENT: All direct expenses incurred carrying out the Superintendent's duties shall be reimbursed by the business office upon submittal of receipts.

16. PROFESSIONAL LIABILITY: The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and 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 reasonable scope of his employment.

The District shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent and will reimburse him for any portion of such expense and judgments not covered by insurance. In no case will individual Board of Education members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

17. TERMS: Any additional terms, whether appearing on the reverse side of this agreement or attached hereto, shall constitute a part of this agreement.

18. DISPUTE RESOLUTION: 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. Such arbitration shall be conducted under the labor arbitration rules of, and administered by the American Arbitration Association. The arbitrator's fee and 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.

IN WITNESS WHEREOF, the parties hereto have set hereunto their hands and seals this day and year.

Signatures:

Superintendent

Board of Education

Mark Haag

David Barricklow

Date: _____

Date: _____