

**Macomb Intermediate School District**  
**Superintendent's Contract of Employment**

This contract, made and entered into this 15th day of December, 2015, by and between the School Board of Macomb Intermediate School District, State of Michigan, a corporate body under Act No. 451 of the Public Acts of 1976, hereinafter called the District and Michael R. DeVault, hereinafter called the Superintendent.

The District does hereby hire and employ said Superintendent, in the capacity of Superintendent, for a period of five years commencing January 1, 2016 and terminating December 31, 2020, in consideration for which the District will pay to said Superintendent, an annual sum of One Hundred Seventy Nine Thousand Nine Hundred Dollars, less statutory deductions. Effective January 1, 2016, the Superintendent's contract shall be considered a five year contract.

**I. The Superintendent hereby agrees:**

A. That he will devote his entire time, skill, labor and attention to said employment during the time for which he may be so employed at the salary as aforesaid.

B. He may, however, become involved in teaching or consulting as long as such activities do not conflict with his responsibilities as Superintendent.

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C. That he has been given a copy of the MISD Policy 3231.04, Conflict of Interest; has read it and will comply with its content and direction.

**II. The District hereby agrees:**

**A. Insurance Coverage**

**1. Health Care Insurance**

The District shall provide without cost to the Superintendent, health care insurance identical or equal to full family Blue Cross/Blue Shield MVF-1 plus Master Medical Health care Insurance, including the ML Rider, OB Rider, Prescription Rider, FAE Rider and full family coverage being the Superintendent's spouse and all dependent children to age 19 unless attending school. Should the Superintendent decline full family and individual health insurance coverage, he shall be reimbursed an amount per month equivalent to that provided district administrators. The Superintendent or his estate, or after separation/retirement shall have the option of purchasing through the health reimbursement arrangement, or direct payment, health insurance coverage for his family at the District rate. To promote cost savings, the Superintendent will be given the opportunity to participate in a flexible spending account and health reimbursement arrangement.

**2. Dental Insurance**

The District shall provide without cost to the Superintendent, dental insurance with the following coverage:

*Class I Benefits: (\$3,000 maximum per person per year)*

Diagnostic Service - 100% (evaluate existing conditions and dental work required). Preventive

Services - 100% (prevention of dental abnormalities or disease). Oral Surgery - 50% (extractions and other oral surgical procedures including pre and post operative care). Restorative Service - 50% (rebuild, reform or repair the substance of teeth lost by caries). Endodontic Service (treatment of non-vital teeth). Periodontic Services – 50% (treatment of gum diseases and supporting structure of teeth).

*Class II Benefits:* (\$3,000 maximum per person per year)

Prosthetic Services - 50% (construction of fixed bridgework, partial and complete denture).

*Class III Benefits:* (Full coverage)

Orthodontic Services – 100% (treatment required for correction of malposed teeth).

### **3. Optical Insurance**

The District shall provide Optical Insurance with the following features:

Benefits include yearly: A complete eye examination, by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic – with a prescription change: Single vision, Bifocal thru D-35 mm, Trifocal thru 7 x 28 mm and Executive, Bifocal only.

Tint: Any single color tint in plastic lenses only, or Rose #1 or #2 in glass lenses. Prism lenses, if required.

Every two years: The preceding benefits plus a \$98.00 allowance toward any frame. Lenses as previously described, no prescription change required.

Contact lens allowance: A \$130.00 allowance toward the contact examination and the cost of the lenses.

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college

students up to age 25. All benefits are provided at no charge to the patient.

#### **4. Life Insurance**

The District shall provide without cost to the Superintendent, group term life insurance which shall pay to Superintendent's designated beneficiary an amount of three times annual compensation.

#### **5. Retiree Life Insurance/MPSERS**

As part of the Superintendent's salary, the District shall assume the full cost of all contributions to the Michigan Public School Employees Retirement System (MPSERS). If the Superintendent has seven years service at Macomb Intermediate School District and retires directly into the state retirement plan from the District, he shall be eligible to participate in a retiree life insurance plan in the amount of \$200,000 up to age 70 and \$150,000 thereafter, provided the retiree prepays the group rate premium annually.

#### **B. Hold Harmless**

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 the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of the District to provide under state law, except that in no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

### **C. Legal Representation and Legal Costs**

If in the good faith and opinion of the Superintendent, a conflict exists regarding the defense to such claim between the legal position of the Superintendent and the legal position of the District, and/or the Superintendent provides testimony/clarification and/or defense before a court, board, office or legislative committee at the local, state or federal level including, but not limited to, hearings/meetings involving the Michigan Public Schools Employees Retirement System/Office of Retirement Services in which event the District shall cover the reasonable cost of legal defense/attorney fees, as permitted by state law. The Superintendent may engage legal representation, including services for counseling, while actively employed and after separation/retirement in which event the District shall cover the reasonable cost of legal representation on behalf of the Superintendent. The District shall not, however, be required to pay any cost of any legal proceedings in the event the District and Superintendent have adverse interest in such litigation.

Employee is prohibited from engaging in conduct involving moral turpitude. The District may void this employment contract if the employee violates this provision. Moral turpitude is defined as a criminal conviction for any conduct involving a "listed offense" identified by the School Safety Initiative [MCL 380.1230g (8)] and in Section 2 of the Sex Offenders Registration Act [MCL 28.722(e)].

### **D. Liability Insurance Coverage:**

The District shall provide errors and omissions insurance coverage for the Superintendent in connection with defending claims for injuries to persons or property allegedly caused by the Superintendent's negligence, arising during the course of his employment and while he was acting within the scope of his employment. The limitations and other provisions of such

coverage shall be equal or substantially the same as that provided to the Board of Education members for claims of a similar type and nature. The above insurance coverage shall be continued after the separation/retirement of the Superintendent.

**E. Board Paid Annuity**

Beginning January 1, 2008, the School District shall contribute to a tax deferred annuity program selected by the Superintendent an amount not to exceed Eighteen Thousand Dollars per calendar year. The Superintendent shall not have the right to elect to receive the above amount, or any portion of it, as additional compensation for any year. In no event shall the amount contributed by the School District, when added to any amount contributed by the Superintendent on his own behalf, exceed the Superintendent's "exclusion allowance" or any other limitation imposed by Sections 403(b), 401(a) 415 and/or 457 of the Internal Revenue Code.

**F. Workdays**

Workdays shall include Monday through Friday of each calendar week except holidays as follows:

- |                               |   |
|-------------------------------|---|
| Good Friday                   | Day before Christmas                    |
| Memorial Day                  | Christmas Day                           |
| Fourth of July                | First working day after Christmas       |
| Labor Day                     | Two days between Christmas & New Year's |
| Afternoon before Thanksgiving | Day before New Year's                   |
| Thanksgiving Day              | New Year's                              |
| Day after Thanksgiving        |   |

If a holiday falls on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.

## **G. Absences**

### **1. Annual Leave:**

Annual leave shall accumulate at the rate of (1.15) days for each completed pay period to a limit of thirty workdays annually.

At the end of any school year (June 30) the accrued annual leave bank shall not exceed forty-five days. If the accumulation is more than forty-five days because of the contractual fiscal year change, arrangements shall be made to eliminate the excess over forty-five days within a one year period. Any days accrued after the one year grace period, in excess of forty-five days at any contractual year end, will be lost to the Superintendent.

When a holiday is observed by the Superintendent on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one day continuous with the vacation.

Once a vacation period of not less than one week has been established, the Superintendent may, upon prior request, receive any regular paycheck to be missed during said vacation period on the last workday prior to that vacation period.

### **2. Sick Leave**

A ninety day period during which the absentee receives pay on the regular payroll for absences related to sickness; providing that starting with the eleventh day, the Superintendent presents evidence of a visit to a doctor in conjunction with the illness claimed. For each year served as administrator, the Superintendent is entitled to twelve days of deferred sick day payment at separation of employment or death.

Short term disability coverage at 70% of salary beginning the 91st day of absence and continuing through the 365th day.

Long term disability coverage based on 60% of salary for absences beyond that 365th day. A supplemental disability income benefit will commence on the 366th day.

Under provisions of this section, the Board may require the Superintendent to be examined by a physician or medical facility mutually agreed upon by the Board and the Superintendent. The District, without cost to the Superintendent, after his separation/retirement, will continue Long Term Care insurance coverage.

Absences of less than seven days resulting from a minor personal injury arising out of and in the course of employment shall not be deducted from the allowable days of absence, providing the Superintendent files at the Superintendent's office within three days of the injury, a statement from his doctor stating the number of days he will be unable to work.

### **III. Worker's Compensation**

Absence resulting from a major personal injury arising out of and in the course of employment which entitles the injured Superintendent to compensation under provisions of the Worker's Compensation Act, shall be considered as follows:

The District shall pay the difference between the amount paid to him by Worker's Compensation Insurance and his regular salary for a period not to exceed the seven allowable days of absence, provided the Superintendent turns into the Board office for recording, all Worker's Compensation checks received from the date of injury to the expiration of the allowable days of absence.

### **IV. Jury Duty**

An employee shall be given paid leave when required to serve on a jury, provided any payment received shall be deducted from their salary.



**V. Both Parties Agree:**

A. That continuing tenure shall not be granted in such administrative capacity.

B. That the Superintendent is accessible and responsible on a seven day, twenty-four hour basis and will have the use of electronic devices for professional and personal responsibilities. Further, the Superintendent shall have use of a standard size vehicle or van equipped with emergency capabilities.

C. That this Agreement does not make provision for compensatory time; however compensation shall include longevity, merit, Board paid annuity/allowance and such additional compensation as approved by the Board. Further, the Superintendent may defer receipt of compensation until his retirement.

D. The Superintendent is required to undergo a physical examination at least every other year, reasonably related to the duties he is required to perform, the cost of which shall be borne by the District.

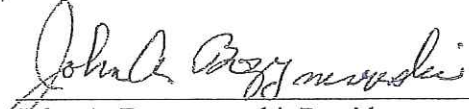
E. The Superintendent is to participate in professional associations and the Board will pay for due for same as hereinafter agreed to from time to time between the parties.

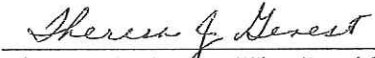
F. The Board and the Superintendent shall meet at least once each fiscal year for the purpose of mutual evaluation of the District's goals, the Superintendent's evaluation of his performance to implement the District's goals and his personal goals. The Board shall evaluate the Superintendent's performance in achieving established goals, and agree to continue, modify, or eliminate goals for the next year; and

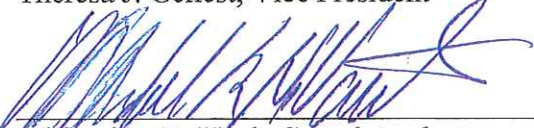
G. The parties agree that the Superintendent is to be evaluated annually by the Board prior to November 15th.

In Witness Whereof, the parties hereto have hereunder set their hands and seals the day and year above written.

Macomb Intermediate School District  
Board of Education

  
\_\_\_\_\_  
John A. Bozymowski, President

  
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Theresa J. Genest, Vice President

  
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Michael R. DeVault, Superintendent