

**MANISTEE AREA PUBLIC SCHOOLS
SUPERINTENDENT'S CONTRACT**

Pursuant to Section 1229 of the Revised School Code and in accordance with the action found in its May 12, 2010 minutes, the **Board of Education** (the "Board") of the **Manistee Area Public Schools** (the "District") employs **John Chandler** (the "Superintendent") for a term of three (3) years commencing July 1, 2010 and ending June 30, 2013, according to the terms and conditions described below.

1. **Qualifications.** The Superintendent represents that he possesses and will maintain all certificates, credentials, and qualifications required by law, including Revised School Code Sections 1246 and 1536, applicable administrative regulations, and those required by the Board to serve in the position assigned. As a condition of his continued employment, the Superintendent also agrees to meet all certification and continuing education requirements for the position assigned, as may be required by law or the Michigan Superintendent of Public Instruction. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements, or qualifications for the assigned position, this Contract shall automatically terminate and the Board shall have no further contractual obligations.

2. **Duties.** John Chandler shall satisfactorily perform the duties of Superintendent as required by law and as prescribed by the Board, as well as those that may be established, modified, or amended from time to time by the Board.

- A. The Superintendent acknowledges the ultimate authority of the Board as to the assignment and oversight of his duties and agrees to satisfactorily perform those duties and to implement the Board's policies and education programs.
- B. The Superintendent is subject to assignment and transfer to another position of employment in the District at the Board's discretion.

3. **Performance.** The Superintendent agrees to devote his talents, skills, efforts, and abilities toward competently performing all duties of the position assigned, including compliance with the directives of the Board to carry out its policies and educational programs. The Superintendent agrees to maintain and improve the quality of District operations and to promote efficiency in all areas of his responsibility. Further, the Superintendent agrees to comply with and fulfill all responsibilities and tasks for which he is responsible as required by state and federal law and regulations, as well as by the Board.

4. **Job Performance Evaluation.** Consistent with Section 1249 of the Revised School Code, the Superintendent's job performance shall be evaluated by the Board, at least annually, through the use of a rigorous, transparent, and fair performance evaluation system provided by the Board and reviewed by the Superintendent that does all of the following:

- A. Provides timely and constructive feedback;
- B. Establishes clear approaches to measuring student growth in the District and provides relevant data on student growth in the District; and

- C. Uses multiple rating categories that take into account data on student growth in the District as a significant factor. For those purposes, student growth in the District shall be measured by national, state, or local assessments and other objective criteria.

Further, annually, but no later than August 1st of each contract year, the Board and the Superintendent will develop mutually-agreed upon goals upon which the Superintendent's annual job performance evaluation will be based.

Unless otherwise mutually agreed by the parties, the Superintendent's performance evaluation shall occur by March 1st of each contract year. The Superintendent shall remind the Board in writing not later than December 1st of each contract year of the Board's annual obligation to complete the Superintendent's evaluation by March 1st.

5. **Term:** The Board agrees to employ John Chandler as Superintendent of its schools for the term of three (3) years from July 1, 2010 to and including June 30, 2013.

The Board shall review this contract with the Superintendent annually, and shall on or before March 1 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken by the Board, the contract shall be deemed to have been extended for an additional year.

6. **Salary.** The Superintendent shall be paid an annual (twelve month) salary at a rate of not less than One Hundred Ten Thousand Dollars (\$110,000) for the 2010-2011 contract year.

- A. Beginning with the commencement of the contract year (July 1 through June 30), the Superintendent's annual salary shall be paid in equal installments consistent with the normal District payroll cycles unless otherwise agreed in writing by the parties.
- B. The Board retains the right to review and adjust the Superintendent's annual salary, but such adjustment shall not reduce the annual salary below the initial amount specified above for the 2010-2011 contract year. For the 2011-2012 and 2012-2013 contract years, the Superintendent's salary shall increase in the same percentage amount as given to the District's other administrators.
- C. Consistent with Section 1250 of the Revised School Code, the Superintendent's job performance and job accomplishments as evaluated pursuant to Paragraph 4 will be a significant factor in determining any adjustment to the Superintendent's compensation.
- D. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and shall become a part of this Contract when executed by the Superintendent and the Board.
- E. The annual salary shall be paid on a pro-rata basis if the Superintendent does not fully work the contract year.

7. **Tax-Deferred Annuity.** The Board shall make non-elective contributions to a tax-deferred annuity selected by the Superintendent in the total amount of Ten Thousand Three Hundred Dollars (\$10,300) per contract year. This Board-paid contribution will be made in 26 equal pays during the contract year and shall conform to the requirements of Internal Revenue Code Section 403(b).

8. **Technology Allowance.** The Board shall provide the Superintendent with a mobile phone and related service plan.

9. **Vehicle Allowance.** The Superintendent shall receive a monthly vehicle allowance of Six Hundred Dollars (\$600), to be paid monthly beginning July 1, 2010.

10. **Professional Dues.** The District shall pay the Superintendent's membership due for the American Association of School Administrators (AASA), the Michigan Association of School Administrators (MASA), and MASA Region II. Subject to prior approval by the Board President, the fees or dues for membership in other appropriate professional organizations shall be paid by the District.

11. **Professional Growth.** The Board shall pay for the Superintendent to attend MASA professional meetings at the local and state levels, the expenses of which are to be paid by the District pursuant to Board policy for any related registration fees, tuition, travel, lodging, and reasonable meal expenses. Other state or national professional development activities or continuing education expenses will require approval of the Board President. The Superintendent's time away from the District and his administrative responsibilities shall be limited and reasonable as determined by the Board.

12. **Paid Leave Days.** The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract year (July 1 through June 30), as scheduled by the Board. In addition to weekends and the holidays identified in the subsequent paragraph, the Superintendent shall be granted paid leave for thirty-nine (39) days per contract year.

A. The Superintendent shall schedule use of paid leave days in a manner to minimize interference with the District's business and orderly operation. The Superintendent will not schedule his vacation during a time at which his presence and leadership are critical to the District as determined by the Board President.

B. No compensation will be paid to the Superintendent for any unused leave days upon his separation from employment with the District.

13. **Holidays.** The Superintendent is entitled to the following paid holidays for which no service to the District is required: July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, five (5) days over the Christmas/New Year's break, Good Friday, and Memorial Day. If the Superintendent is required to work any of those holidays, he may take a corresponding number of days off at a later date in the same contract year.

14. **Disability.** In the event of the Superintendent's mental or physical incapacity to perform the duties of his office, he shall be granted an initial leave of ninety (90) work days for purpose of recovery. The Superintendent shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) work-day period to be unpaid. Health plan

premium payments shall be made on behalf of the Superintendent during this interval to the extent required by law. Upon utilizing leave under this provision, the Superintendent shall furnish medical certification to the Board (or its designee) as to the necessity for the leave.

- A. If the Board (or its designee) has reason to doubt the validity of the medical certification supplied by the Superintendent, it may require a second opinion, at Board expense.
- B. The Superintendent may request a ninety (90) work-day unpaid leave extension in the event of his physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the Superintendent will be able to resume his duties at the end of the extended leave interval. Medical certification shall be supplied by the Superintendent as a condition to any leave extension. Any extension of leave for this purpose shall be at the Board's discretion.
- C. If the Superintendent is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his employment and this Contract may be terminated at the Board's option. However, no such termination shall occur when restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the Superintendent shall provide to the Board a fitness for duty certification from his health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.
- E. The parties agree that the Superintendent's position is that of a "key employee" as prescribed by the Family and Medical Leave Act.

15. **Medical Examination.** The Superintendent shall submit to such medical examinations, supply such information, and execute such documents as may be required by any underwriter, policyholder, or third-party administrator providing insurance programs specified under this Contract.

- A. The Superintendent shall have an annual comprehensive medical examination by a physician of his choice and at Board expense. The physician's report shall be delivered exclusively to the Superintendent.
- B. Upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job-related and consistent with business necessity.

- C. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be confidential.

16. **Insurance Programs.** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, and subject to possible modification as stated in paragraph 16 below, the Board shall make premium payments on behalf of the Superintendent and his eligible dependents for the following insurances:

- A. Full-Family Health, Dental, and Vision coverage in the same amount as provided to other District administrators.
- B. Long-Term Disability Insurance for a minimum of 66-2/3% of the Superintendent's salary.
- C. Term Life Insurance in the amount of three (3) times the Superintendent's salary.

17. **Insurance Contracts.** The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above insurance coverage, provided that comparable coverage (as determined by the Board) is maintained during the term of this Contract.

- A. The Board shall not be required to remit premiums for any insurance coverage for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.
- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above described insurance coverage(s), shall be relieved from all liability with respect to insurance benefits.

18. **No Tenure In Position.** The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position initially assigned or to which he may be assigned or transferred or in any capacity other than that of a classroom teacher, should the probationary period required for tenure as a teacher be fulfilled by virtue of this Contract or any employment assignment (requiring certification) with the District. Any Board decision to not continue or renew the Superintendent's employment for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act, shall neither be deemed a breach of this Contract nor a discharge or demotion under the Michigan Teachers' Tenure Act.

19. **Nonrenewal.** Consistent with Section 1229 of the Revised School Code, the Board, in its sole discretion, may act to nonrenew this Contract beyond its stated expiration date. The Board's

decision not to renew the Superintendent's employment for any subsequent period in any capacity (other than as a classroom teacher as may be required by the Michigan Teachers' Tenure Act) shall not be deemed a breach of this Contract or a discharge or demotion within the provisions of the Michigan Teachers' Tenure Act.

20. **Termination.** The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him.

- A. 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 after ten (10) days' notice in writing. Said hearing shall be public or private at the option of the Superintendent. At such hearing, he may have legal counsel at his own expense.
- B. The foregoing standard for termination of this Contract during its term shall not apply to nonrenewal of this Contract at the expiration of its term, which decision is discretionary with the Board.
- C. 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 contractual obligation.

21. **Entire Agreement.** This Contract contains the entire agreement and understanding between the Board and the Superintendent about the employment of the Superintendent. Any prior or concurrent representations, promises, contracts, or understandings (written or oral) not contained in this Contract have no effect.

- A. Any prior agreement pertaining to, connected with, or arising in any manner out of the Board's employment of the Superintendent, is terminated and shall have no effect. Provided, however, that this Contract is voidable under the Revised School Code's provisions pertaining to criminal history and records checks.
- B. Any adjustment in salary or fringe benefit made during the life of this Contract shall neither be considered as entering into a new Contract nor as extending the termination date of the existing Contract.
- C. No change or modification of this Contract shall be valid unless it is in writing, approved by official action of the Board as reflected in its minutes, and signed by the Superintendent and the Board's designee. Any mutually-agreed upon Contract change or modification shall be in the form of a written amendment and, when executed by the Superintendent and the Board's designee, shall become a part of this Contract.
- D. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provisions of this Contract at such time or at any other time.

22. **Errors and Omissions Insurance.** The Board agrees to pay the premium amount for errors and omissions insurance coverage for Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of his authority.

- A. The terms of the errors and omissions insurance policy shall control the Superintendent's defense and indemnity. The Board's sole obligation is limited to the payment of premium amounts for the above errors and omissions coverage.
- B. The Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as authorized under MCL 691.1408 and MCL 380.11a(3)(d).

23. **Reduced Statute of Limitations.** The Superintendent agrees that any claim or suit arising from his employment with the District must be filed no more than twelve (12) months after the date of the employment action that is the subject of the claim or suit. The Superintendent understands that the statute of limitations for claims arising out of an employment action may be longer than twelve (12) months, but agrees to be bound by the twelve (12) month period of limitations set forth in this Contract and expressly waives any statute of limitations to the contrary. Should a court of competent jurisdiction determine that this provision allows an unreasonably short time period to commence a lawsuit, it is the parties' intent that the court enforce this provision to the extent possible and declare the lawsuit barred unless it was brought within the minimum reasonable time within which the suit should have been commenced.

24. **Dispute Resolution.** In the event of any dispute between the parties relating to any provision of this Agreement, the parties agree to submit such to binding arbitration. Selection of the arbitrator and the arbitration proceedings shall be conducted under the National Rules for the Resolution of Employment Disputes of, and administered by, the American Arbitration Association. Arbitration under this provision shall be conducted pursuant to the terms of the Michigan Arbitration Act, MCL 600.5001 *et seq.* and MCR 3.602.

- A. The parties intend that this process of dispute resolution shall include all contract and statutory claims advanced by the Superintendent arising during the term of this Contract, including (but not limited to) claims of unlawful discrimination and all claims for damages or other relief. However, this agreement to arbitrate does not restrict the Superintendent from filing a claim or charge with any state or federal agency (such as the Equal Employment Opportunity Commission or the Michigan Department of Civil Rights), and does not apply to any claims for unemployment compensation or workers' compensation which may be brought by the Administrator. Instead, this agreement to arbitrate claims applies to those matters which would otherwise be subject to state or federal court proceedings.
- B. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Board and the Superintendent, subject to the Superintendent's right to seek to tax such fees as costs against the Board.
- C. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the Board within one hundred eighty (180) days of the occurrence which gives rise to contractual dispute. The arbitrator's decision and award shall be final and binding and judgment thereon may be entered in the Circuit Court for the 19th Judicial Circuit of Michigan (Manistee County), pursuant to MCL 600.5001.

25. **Severability.** 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 without said provision(s).

26. **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of Michigan.

27. **Authorization.** This Contract is executed on behalf of the District pursuant to the authority contained in the Board resolution adopted on May 12, 2010, the same being incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed as dated below.

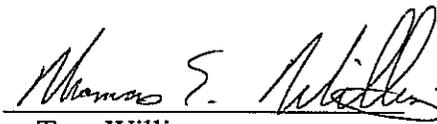
SUPERINTENDENT

May 14, 2010

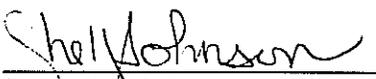
By: 
John Chandler

**MANISTEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION**

May 19, 2010

By: 
Tom Williams
Its President

May 18, 2010

By: 
Shelley Johnson
Its Secretary