

EMPLOYMENT CONTRACT

of

Deborah L. Veiht

Effective May 19, 2011 through June 30, 2013

THIS AGREEMENT entered into this 19th day of May, 2011, between the MARQUETTE AREA PUBLIC SCHOOLS BOARD OF EDUCATION, (the Board) and **Deborah L. Veiht** (the Employee) is for services rendered by Employee as **Superintendent**.

Salary

Effective May 19, 2011, and for the period July 1, 2011 through June 30, 2012, the Board shall pay the Superintendent a total amount in salary compensation of One Hundred Ten Thousand Eight Hundred and Forty-Eight Dollars (\$110,848) in twenty-six (26) biweekly installments. The Board retains the right to review and adjust the salary rate annually. Any adjustment in salary made during the life of this Contract shall be made in the form of an amendment and shall become part of this Contract, but it shall not thereby be considered that the Board has entered into a new Contract with the Superintendent nor that the termination date of the existing Contract has been thereby extended.

Other terms of employment shall be as follows:

Tax Shelter Annuity

The Board will pay \$4,200 annually toward a tax shelter annuity with a vendor that is part of the MAPS 403(b) plan.

Termination

The Board reserves the right to terminate the contract for incompetence, inability to perform the duties, inefficiency or misconduct of said Employee at any time, upon giving the Employee notice in writing.

Exclusion of Non-Classroom Tenure

It is agreed that the Employee shall not have the right of continuing tenure in any position which is defined as other than a classroom position under the Michigan Teacher Tenure Act, as amended, (MCLA Section 38.71, et seq.), or any successor statute thereto.

Vacation

Vacation days shall be earned at the rate of 1.67 days per month for an annual Employee allocation of twenty (20) vacation days. The Employee shall be eligible to use the annual vacation day allotment at the start of each contract year, but in the event the Employee leaves their position prior to the end of the contract year, the Employee shall be obligated to reimburse the school district a pro-rated amount equivalent to the applicable per diem rate for any vacation days used that were not accrued.

Vacation days may be accumulated from year to year, except the employee shall not exceed more than fifty (50) days at the end of each year (June 30th). However, up to thirty (30) accumulated vacation days not used at the time of termination of employment will be paid to the Employee at their daily rate.

Fringe Benefits

For employees electing Plan A:

From July 1 through June 30, the Board provided annual premium contribution amount for a **health, dental, vision, life and disability insurance** benefit plan offered by the District shall not exceed the following, plus Board paid Survivor Income Insurance:

Single \$8,130
Two \$15,850
Family \$17,340

For employees electing Plan B:

The Board shall provide premium contribution payments toward a **dental, vision, life and disability insurance** benefit plan offered by the District. The annual Board contribution shall not exceed \$2,465 from July 1st through June 30th, plus Board paid Survivor Income Insurance.

Employees electing Plan B also receive, pursuant to the Employer's IRS qualified Section 125 Plan, \$3,120 per year in cash paid in equal payments throughout the school year, which may, to the extent permitted by such Plan, be used to purchase Tax Sheltered Annuities from companies acceptable to the Employer.

Any portion of either Plan A or Plan B's annual premium cost not covered by the Board's premium contribution shall be paid by the Employee via payroll deduction throughout the year.

The Employee agrees to amend this contract for changes to health-related insurance benefits provided by carriers other than MESSA and in forms different from MESSA PAK, provided benefits are substantially equivalent. The Employee also agrees to amend this contract regarding employee contributions to health related insurance premiums that are required of other union and non-union personnel.

Hospitalization

MESSA Choices II PPO with a \$0 deductible and a \$10/20 co-pay on prescriptions through August 31, 2010. Effective September 1, 2010, the MESSA Choices II PPO plan changes to an Employer reimbursed \$500 / \$1000 deductible and the MESSA Saver Rx plan.

Long Term Disability

Provided at the time that the Employee has met the minimum service eligibility requirements of the insurer, the Board shall provide a disability income plan based on 66 2/3% of the annual salary.

Dental Insurance

The Board shall provide a dental insurance plan with or comparable to Delta Dental with coverage of 90/90/80/80.

Vision Insurance

The Board shall provide a vision insurance plan with or comparable to VSP3-Plus.

Life Insurance

The Board shall provide life insurance coverage equal to two times the Employee's annual salary, rounded to the nearest \$1,000.

Dependent Life

The Board shall provide a dependent life plan with or comparable to MESSA.

Survivor Income

The Board shall provide a Survivor Income plan with or comparable to MESSA.

Holidays

The Employee will be granted the following ten (10) paid holidays per year: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas Day, New Year's Eve.

Personal Business Days

Each year, the Employee shall have available a total of two (2) non-accumulative personal days.

Sick Days

The Employee will accrue 12 additional sick leave days per school year with a maximum accumulation of 200 days.

Funeral/Bereavement Leave

Three days leave of absence (not to be subtracted from sick leave) with pay shall be granted for death in the immediate family to be taken at the time of the funeral provided the employee actually attends the funeral. Immediate family shall include grandparents, grandchildren, father, mother, spouse, parent of spouse, sibling of spouse, sibling, spouse of sibling, child, or any person who lives in the immediate household. Two (2) additional days shall be deducted from the employee's sick leave as needed.

Professional Compensation

- A. The Board will pay for educational activities / graduate work and workshops / memberships / conferences.
- B. Reimbursement for Expenses: The Superintendent shall be reimbursed for all reasonable and necessary expenses incurred for or on behalf of the School District, including, but not limited to, expenses incurred in meetings with students, staff employees, Board members or visitors to the School District, or districts which the Superintendent may visit provided the meeting is related to the interests of the School District. The Superintendent shall submit requests for reimbursement, along with receipts, on a regular basis. The Superintendent shall be reimbursed for dues in connection with appropriate professional organizations and for expenses incurred in attendance at appropriate educational and professional meetings at the local, state and national levels, provided she first obtains the approval of the Board President. Reimbursable expenses under this provision of the Contract are separate from those provided in **Travel Expenses** as provided below.
- C. Travel Expenses: The School District shall reimburse the Superintendent at the IRS mileage rate for reasonable and necessary school related travel excluding such expenses otherwise provided for in **Reimbursement for Expenses** clause above.

Evaluation

Annually, no later than the last day of March each year during the term of this contract, the Board of Education shall review with the Administrator her performance as Superintendent. The Administrator shall remind the Board of Education of this responsibility during the month of December each year.

Dispute Resolution

Any dispute or controversy relating to a provision of the contract which involves a claim of monetary damages or employment, or both, including any claim related to termination of employment, will be arbitrated pursuant to the rules of the American Arbitration Association.

Professional Liability Insurance

The Board agrees to maintain errors and omissions insurance coverage for the Superintendent while engaged in the performance of her duties and responsibilities as Superintendent of Schools and while Superintendent is acting within the scope of her authority as Superintendent of Schools. The policy limit shall be not less than two million dollars (\$2,000,000) per case. The terms of the errors and omissions insurance policy shall be controlling regarding the defense and indemnification of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of the premium amounts for the errors and omissions insurance coverage.

Execution of Contract

This Contract is executed by the Board on behalf of the Marquette Area Public Schools pursuant to the authority granted and contained in the action of the Board taken on May 19, 2011, the same being incorporated herein by reference.

In witness hereof, the parties hereto have duly executed this Contract of Employment this 19th day of May, 2011 by affixing their signatures personally or by authorized representatives as follows:

Superintendent:

MAPS Board of Education:

Deborah L. Veiht, Superintendent Date

Tony Retaskie, President Date

mc 5/19/11

Rich Rossway, Secretary/Treasurer Date

**AMENDMENT TO EMPLOYMENT CONTRACT
OF
DEBORAH VEIHT
Superintendent**

Fringe Benefits

For employees electing Plan A:

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Single \$8,130
Two \$15,850
Family \$17,340

For employees electing Plan B:

The Board shall provide premium contribution payments toward a dental, vision, life and disability insurance benefit plan offered by the District. The annual Board's annualized contribution shall not exceed \$2,465 from **July 1 through June 30, 2011**.

Employees electing Plan B also receive, pursuant to the Employer's IRS qualified Section 125 Plan, \$3,120 per year in cash paid in equal payments throughout the school year, which may, to the extent permitted by such Plan, be used to purchase Tax Sheltered Annuities from companies acceptable to the Employer.

Effective August 1, 2011, Employees shall pay 15% of the monthly premiums for either Plan A or Plan B. Any portion of either the Plan A or Plan B annual premium cost not covered by the Board's premium contribution shall be paid by the Employee via payroll deduction throughout the year.

The Employee agrees to amend this contract for changes to health-related insurance benefits provided by carriers other than MESSA and in forms different from MESSA PAK, provided benefits are substantially equivalent. The Employee also agrees to amend this contract regarding employee contributions to health related insurance premiums that are required of other union and non-union personnel.

Hospitalization

MESSA Choices II PPO with a \$500/\$1000 deductible and the MESSA Saver Rx plan through July 31, 2011. Effective August 1, 2011 the plan changes to the \$200/\$400 deductible and the \$10/20 Rx.

Survivor Income

The Board shall provide a Survivor Income plan with or comparable to MESSA. **This option is eliminated as of August 1, 2011.**

All other terms and provisions of the employment contract effective May 19, 2011 through June 30, 2013, shall apply.

Employee:

Marquette Area Public Schools:

Deborah Veiht

Date

Board of Education President

Date