

MENOMINEE AREA PUBLIC SCHOOLS  
MENOMINEE, MICHIGAN  
2010-2011

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This Agreement, made and entered into this first day of July, 2010, by and between the MENOMINEE AREA PUBLIC SCHOOLS, (hereinafter referred to as the "School District") and Erik A. Bergh, (hereinafter referred to as the "Superintendent")

The School District and the Superintendent hereby agree as follows:

1. The School District hereby agrees to hire the Superintendent, the superintendent agrees to work for the School District for the term of three (3) years, from July 1, 2010, to and ending on June 30, 2013, subject to further provisions of this agreement.
2. The Superintendent agrees that he shall not have tenure as Superintendent of Schools and he agrees that by virtue of this Agreement, he shall not be deemed to be granted continuing tenure in any administrative or assigned capacity, nor shall failure of the School District to continue or reemploy him in any capacity other than as a classroom teacher be deemed a breach of this Agreement or discharge or demotion within the provisions of Act 4, Michigan Public Acts of 1937, Extra Session, as amended.
3. The Superintendent agrees to serve the School District, to commence and perform all assigned duties, to obey and fulfill all rules and regulations and to abide by all policies and decisions, as established by the School District's Board of Education and/or its President. The Superintendent further agrees to complete the continuing education requirements prescribed by State Board rule 380.1246, subsection 2. This State Board rule prescribes a minimum of 6 semester hours of credit at a State Board approved institution or 18 SBCEU's or a combination of both within a five (5) year period.
4. The Superintendent warrants, represents and affirms to the School District:
  - a. That he is competent to perform the duties for which he is hired and is possessed of the requisite skill and knowledge to enable him to do so, and that he will perform his duties with such care and skill as is necessary to prevent injury to the property, good will and educational programs and policies of the School District.
  - b. That he will faithfully serve and be regardful of the interests of the School District during the term of the Agreement and will undertake no other employment without the express written permission of the Board of Education of the School District, or its President.
  - c. That he will not acquire any interest adverse to that of the School District.
  - d. That he will not withhold from the Board of Education of the School District, and will promptly report to the Board of Education of the school District, any factor that is substantially significant to the business of the School District.
  - e. That the Superintendent will live within statutory limits of the school district.
5. The Superintendent shall have an annual evaluation. The evaluation shall be completed by February 15<sup>th</sup> and shall contain a provision allowing comment by the Superintendent and a post evaluation conference if requested by the Superintendent.
6. The School District shall pay him an annual salary in the amount of \$99,500 dollars, payable in twenty-six installments, the first payment to be made on the first pay period of July, 2010. Salary for succeeding years will be negotiated by July 1 of each year. In the event employment as Superintendent of Schools of the district should end, for any reason, this agreement shall terminate.

7. The School District shall provide the Superintendent with the following benefits:
  - a. Hospitalization, optical and dental insurance similar to the insurance provided to the School District's Principals and Assistant Principals. The school district will contribute 90% of the monthly insurance premium, with the option to opt out with reimbursement at \$500 per month should his spouse work and receive full insurance benefits.
  - b. Term life insurance in the amount of one and one-half times his base salary.
  - c. Two personal business days.
  - d. Eleven (11) holidays, which are Fourth of July, New Year's Eve Day, New Year's Day, Good Friday, Easter Monday, Memorial Day, Labor Day, Thanksgiving Day and the day after, Christmas Eve Day and Christmas Day.
  - e. Twenty-five (25) days of paid vacation each year of the Agreement to be taken at such times as are approved by the Board, or its President. Up to ten (10) earned, but unused, vacation days may be carried over into the next school year with the approval of the Board of Education.
  - f. Thirteen (13) sick days each year. Any unused days may be accumulated to a total of 125. Additional sick days may be granted upon Board approval.
  - g. Long term disability plan as provided to the School district's Principals and Assistant Principals.
  - h. The Superintendent shall be reimbursed for such reasonable expenditures which have been authorized by the Board of Education, or its President, such as travel, cell phone roaming charges, meals and professional/community association dues, which he may incur in acting on the business of the School District. Such authorized expenditures will be reimbursed upon presentation by the Superintendent to the Board of Education of an itemized accounting of such expenditures and receipts relating thereto in the form requested by the Board of Education and in conformity with the applicable rules and regulations of the Internal Revenue Service.
  - i. Upon retirement from the school system, after a minimum of ten (10) years of active service, whereby the employee will commence to receive retirement benefits from the Michigan Public School Employee's Retirement Fund, the school district will pay a retirement bonus of seventy-five dollars (\$75.00) per year of active service to the school district.
  - J. A yearly \$4,000.00 contribution to a 403B plan, the administrator of the plan to be chosen by the superintendent.
8. The Superintendent shall undergo such physical and/or mental examination(s), including drug and alcohol testing, by a School District appointed physician, psychologist, hospital or clinic as may be directed from time to time by the Board of Education, or its President. The expense of such tests and examination(s) shall be borne by the School District. All medical reports and/or findings resultant from said tests and examination(s) shall be forwarded to the School District's Board of Education upon completion of the same for appropriate Board consideration and/or action.
9. This Board shall review this contract with the Superintendent annually, and shall, on or before March 31 of each 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.
10. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.
11. The Superintendent shall be subject to discharge for good and just cause, but the Board shall not arbitrarily and capriciously dismiss him/her. No discharge shall be effective until written charges have been served upon him/her and he/she have 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/she may have legal counsel at his/her own expense.

