

**CENTRAL MONTCALM PUBLIC SCHOOL  
SUPERINTENDENT CONTRACT**

**AMY MEINHARDT**

**THIS AGREEMENT**, between the Board of Education (“the Board”) of Central Montcalm Public School (“the District”) and Amy Meinhardt (“the Superintendent”) is executed this 16th day of February, 2015, to set forth terms and conditions of employment,

WITNESSETH:

**QUALIFICATIONS**

The Superintendent agrees that she holds and will maintain all certificates, credentials and qualifications that she represents herself to possess, including those minimum qualifications set forth by the Board and if applicable, State law, as requirements, and also including all education, experience, and qualifications claimed in materials submitted to the Board.

**CONTRACT DURATION AND EXTENSION PROVISION**

The Board agrees to employ the Superintendent as Superintendent of the District for the term of three (3) years, five (5) months, and five (5) days, from January 26, 2015 to and including June 30, 2018.

The Board may, no later than the 31<sup>st</sup> day of March of each year during the term of this contract, extend the contract for an additional one-year period, terms and conditions of the extension to be mutually agreed upon by the Board and the Superintendent. The Board hereby retains the right to adjust the salary of Superintendent during the term of this contract, which any such salary adjustment shall not reduce the salary below the minimum salary prescribed hereinabove for the position of Superintendent. Any adjustment in salary made during the term of this contract shall be in the form of a written amendment and when executed by Superintendent and the Board, shall become a part of this contract.

**OPERATION OF LAW**

Unless the Board of Education gives written notice of non-renewal of this contract to the Superintendent at least ninety (90) days before the contract’s termination date, this contract will, without further action, be automatically renewed for an additional one-year period as provided by Section 1229 of the Michigan Revised School Code.

**EVALUATION**

The Board shall evaluate the Superintendent annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent, and in accordance with applicable State law.

## **PROFESSIONAL GROWTH**

The Superintendent may attend professional meetings at the local and State levels, the expenses of said attendance to be paid by the Board. The Board shall prepay or reimburse the Superintendent for all reasonable expenses incurred for successfully completed academic university courses including: tuition and necessary textbooks.

## **NO TENURE**

The Board and Superintendent agree that tenure in the position of Superintendent or any other administrative or non-classroom position in the District is expressly denied.

## **DUTIES**

Superintendent shall perform the duties of Superintendent as prescribed by the Revised School Code of the State of Michigan, rules and regulations of the State Board of Education, policies of the Board, and as assigned or directed by the Board. Further, the Superintendent shall use her best efforts to maintain and improve both quality and efficiency of the District's processes and operations.

## **LIABILITY**

The Board shall carry public liability and professional indemnity insurance that protects the Superintendent from claims brought against her as a result of her functioning as Superintendent. Such protection shall be limited to that provided by the terms of the insurance policy.

## **COMPENSATION SALARY**

For 2014-2015 school year, the Board shall pay a salary of One Hundred Fifteen Thousand Dollars (\$115,000), prorated to Forty-nine Thousand Five Hundred Thirty-nine Dollars (\$49,539) based on 112 remaining workdays in the 2014-2015 school year. For the 2015-2016 school year, the Board shall pay a salary of One Hundred Fifteen Thousand Dollars (\$115,000). Salary for the subsequent two school years will be reviewed by the Finance Committee and determined during budget development, together with all non-union compensation and benefits. Payment shall be made in accordance with the schedule of salary payment in effect for other professional employees. Prorating for any purpose will be based upon two hundred sixty (260) workdays per year (includes 20 paid vacation and 10 paid holidays.)

## **BENEFITS**

- A. **Insurances** – The Board agrees to make premium payments on behalf of the Superintendent for the following insurance programs, not to exceed the maximum amounts permitted by 2011 Public Act 152, as amended:

1. Health insurance—Priority Health POS/PCP-\$1,300/\$2,600 annual HSA deductible fully paid.<sup>1</sup>
2. Dental insurance—Ultra-Dent 80/80/80 monthly premium paid.
3. Life Insurance—Two times annual salary (if insurable) monthly premium paid AD & D.
4. Long-term disability—70% of salary with a \$7,500 monthly maximum and a 30-day waiting period.
5. Vision Insurance—SET-SEG Ultra-vision IV.
6. The Board shall make a non-elective contribution to a tax-sheltered annuity designated by the Superintendent beginning at \$5,000 in 2015, with an increase of \$1,000 each school year, beginning in January, 2016. The investment of the contributions shall be made at the direction of the Superintendent.

- B. Sick Days and Personal Days** – The Superintendent shall be eligible for sick leave and personal leave as provided to other administrators of the district:
- i. Twelve (12) days paid sick leave per year, accumulative to 195 days.
  - ii. Three (3) personal days per year, accumulative to ten (10) days.

The Board will pay the Superintendent for each accumulated sick leave day as follows: \$200 from zero (0) to less than ninety (90) days of accumulation; \$250 from ninety (90) to less than one hundred ten (110) days of accumulation; and \$300 from one hundred ten (110) to one hundred ninety-five (195) days of accumulation. There shall be no payout of sick days under any other circumstances, absent mutual agreement.

- C. Vacation** – The Superintendent shall receive 20 working days' vacation each school year. These will not carryover or accumulate without Board approval. Superintendent may choose to receive up to ten (10) days compensation in lieu of vacation annually.
- D. Holidays** – The Superintendent shall receive up to ten (10) paid holidays each school year: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, and Memorial Day. The Superintendent will receive two (2) floating holidays each school year.
- E. Mileage Allowance** – The mileage reimbursement for the use of a personal car while conducting school business out of district shall be at the IRS rate in effect on the date the mileage is incurred.
- F. Travel, Conferences, Dues, Tuition, Subscriptions** – The Board shall prepay or reimburse the Superintendent for expenses related to her responsibility up to specific amounts budgeted by the Board for each school year. The Board shall approve in advance out of state travel.

### **MEDICAL EXAMINATION**

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<sup>1</sup> The Board shall at all times retain the right to select the provider/carrier and shall be the policyholder of any health insurance policy. The Board's obligation, pursuant to this section is limited to paying its share of the premiums needed to provide the benefits. The superintendent shall make any cost contribution above the Board's PA 152 contribution limit that is needed to maintain the benefit pursuant to an IRS Section 125 salary reduction plan.

The Board may require that Superintendent have a comprehensive medical examination as may be deemed necessary. If such an examination is required, a statement shall be filed with the Secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of Superintendent to perform her essential job duties. Medical information provided under this Agreement shall be treated as confidential by the Board. Should the Board exercise its prerogative under this provision to require a medical examination, the cost of physician services for said examination will be borne by the School District to the extent not covered by health insurance provided by the Board.

### **TERMINATION**

The Board may terminate this Agreement during its term for any reason that is not arbitrary or capricious. No termination shall be effective until written charges have been served upon the Superintendent. After written charges have been served upon the Superintendent, she shall have an opportunity for a hearing before the Board not less than fifteen (15) days after receipt of the written charges. The hearing shall be public or private at the option of the Superintendent. At the hearing, the Superintendent may have legal counsel at her own expense. Following the hearing, the Board will determine whether the charges are meritorious and whether it will terminate this Agreement. The parties agree that the District shall be under no obligation to offer a severance package to the Superintendent prior to termination. Upon termination, the Board and the District shall have no further obligation to the Superintendent under this Agreement and all salary and compensation, fringe benefits and annuity contributions shall cease; provided that the District shall be responsible to pay Superintendent all compensation owed as of the date of termination.

The foregoing shall not apply to non-renewal of this Agreement or any extension of this Agreement. Termination of this Agreement by non-renewal shall be subject only to the procedures required by the laws of the State of Michigan and the United States. The Board specifically reserves the right not to extend or renew this Agreement or any extension of the Agreement, regardless of cause or reason but subject only to the laws of the State of Michigan and the United States.

### **ARBITRATION**

The Superintendent and the District agree that any and all claims arising from, or relating to, the Superintendent's employment with the District or this Agreement will be subject to final and binding arbitration according to the rules of the American Arbitration Association. The Superintendent and the Board also agree that a judgment on the award of the arbitrator(s) may be entered in any court of competent jurisdiction.

### **SEVERABILITY**

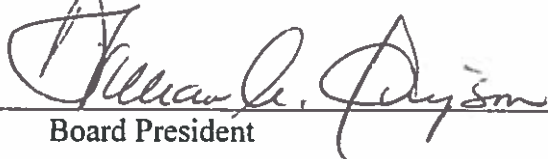
If, during the term of this Agreement, a specific clause is found illegal in law, the remainder of the Agreement shall remain in force.

**AGREEMENT**

This document constitutes the entire agreement between the Board and the Superintendent, superseding and extinguishing all prior understandings. It may be amended only by a written instrument, duly adopted and executed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year first above written to be effective January 26, 2015.

CENTRAL MONTCALM PUBLIC SCHOOL

By:   
Board President

By: \_\_\_\_\_  
Board Secretary

SUPERINTENDENT

By:   
Amy Meinhardt

