

MONTAGUE AREA PUBLIC SCHOOLS

SUPERINTENDENT CONTRACT

This Agreement is entered into this 10th day of June, 2019 between the Board of Education of the Montague Area Public Schools, hereinafter called “Board”, and the “Superintendent”.

The Board hereby hires and appoints Jeffrey W. Johnson to the position of Superintendent from July 1, 2019 – June 30, 2022 with a new 3-year contract each year per an effective or highly effective evaluation. The Board agrees to compensate said Superintendent for his services at the annual rate of one hundred twenty two thousand dollars (\$122,000) per year with effective or highly effective evaluations, in addition to the applicable benefits described in Exhibit A. The salary provided for herein shall be prorated for services actually rendered in the event of termination of this agreement, or in the event the Superintendent shall fail to perform the contracted services for periods or causes not specifically permitted in the rules and regulations, or where the services commence after the fiscal year has begun. The Board agrees to provide 90 days notice to Superintendent prior to the termination of his services. The Board further agrees they will meet yearly to assess Superintendent’s salary increase.

In accepting this assignment with the Board, it is my understanding that I am subject to policies established by the Board. I attest that I am qualified for the position as required by law.

Both the Board and Superintendent agree that this contract is subject to the Rules and Regulations of the Board now in existence or which may be hereafter adopted and the statutes of the State of Michigan with reference thereto now in existence or which may be hereafter adopted or amended with regard to all other terms and conditions of employment.

It is understood that as Superintendent, I am subject to assignment and transfer at the discretion of the Board of Education, but shall not be required to perform services not directly connected with the Public Schools.

This agreement may be terminated for just cause in accordance with the applicable Rules and Regulations of the Board.

The Superintendent recognizes the exclusive right of the Board to determine reductions in personnel and/or operations and the exclusive right to determine the area in which such reductions will be made. Lay-offs shall occur only upon the Superintendent receiving 90 days advanced notice or such other notice as is practical under the circumstances then existing.

It is mutually understood and agreed that this Contract does not confer tenure upon the Superintendent in the above-described position.

IN WITNESS WHEREOF, the parties hereto have executed the Contract in duplicate on the date first given.

MONTAGUE AREA PUBLIC SCHOOLS
Board of Education

Dated: 6/10/19

By: *Dr. Ann L. Unger*
President of the Board of Education

Dated: 6/10/19

By: *Cindy Francis*
Secretary of the Board of Education

Dated: 6/10/19

By: *Jeffrey W. Johnson*
Jeffrey W. Johnson, Superintendent

EXHIBIT A TO SUPERINTENDENT CONTRACT

Superintendent shall be entitled to receive the following benefits during the term of his contract.

1. Health, dental, and vision insurance as provided to other administrative employees
2. 15 sick days, 3 personal days, and 5 bereavement days. Sick days may accumulate to 180 days. Unused personal days will roll over into sick days. Superintendent shall receive up to five (5) bereavement days per year for death in the immediate family. Immediate family is defined as follows: parent, parent-in-law, sibling, spouse, child or in-laws of the same, grandparents, grandchildren, or a member of the employee's household.
3. \$860 per year for cell phone expense
4. 4 weeks annual vacation. Vacation days must be used in the fiscal year earned. However, up to one week of unused vacation may be carried over until the twenty (20) accumulative days total has been met. Unused days will be paid out in full as part of the severance package at the time the Superintendent leaves the district.
5. The Superintendent shall not be required to work on any holiday that school is not in session. The Superintendent is entitled to the following holidays for which no service to the district is required:

New Year's Day

Good Friday - If classes do not meet; otherwise the time off when classes are dismissed

Memorial Day

Fourth of July

Friday prior to Labor Day, follow district calendar

Labor Day

Thanksgiving Day

Day after Thanksgiving

Day before Christmas* or day after, follow annual calendar

Christmas Day

Day before New Year's* or day after, follow annual calendar

6. Mileage reimbursement at state/federal rates
7. \$5,500 yearly financial planning stipend into a 403(b) with effective or highly effective evaluations
8. The Superintendent shall qualify for severance at retirement if he/she has a minimum of eight (8) years of service to the district. The severance payment will be made into the Superintendent's 403(b) account or the Superintendent has the option to receive the severance payment in cash at no additional cost to the employer. The formula for computing the retirement severance shall be:

25% of the number of accumulated Sick Leave Days=Eligible Days for
Computation

Employee's Contract Amount divided by 260 days=Daily Rate
Eligible Days for Computation X Daily Rate = Severance Amount

The Superintendent who has 15 years and 1 day or more of service in the district shall receive an additional 20% of the Severance Amount.

The Superintendent who is not retiring through ORS would be eligible for 75% of the calculated amount of severance.