

# EMPLOYMENT CONTRACT

Between

Howard Parmentier

and the

Board of Education of the

Manistique Area Schools

Manistique, MI 49854

This Employment Contract (hereinafter "Contract") made and entered into this 29th day of June, 2020, by and between the Governing Board (hereinafter "Board") of the Manistique Area School District (hereinafter "District") of Manistique, Michigan, and Howard Parmentier (hereinafter "Superintendent").

**WHEREAS**, District desires to provide Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools which the District believes generally improves the quality of its overall educational program; and,

**WHEREAS**, District and Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis for effective communications between them as they fulfill their governance and administrative functions in the operation of the education program of the schools;

**NOW, THEREFORE**, District and Superintendent, for the consideration herein specified, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **TERM**

- A. District hereby employs Superintendent and Superintendent hereby accepts employment as Superintendent of Schools for a term commencing July 1, 2020.
- B. The term hereof may be automatically extended as thereafter provided, or the District may, by specific action and with the consent of the Superintendent, extend the term to the full extent permitted by law.

2. **PROFESSIONAL CERTIFICATION & RESPONSIBILITIES OF SUPERINTENDENT**

- A. **Certification:** Superintendent shall hold such certifications or qualifications as may be reasonably required by the Board or by law.
- B. **Duties:** Superintendent shall have charge of the administration of the schools under the direction of the Board. The Superintendent shall be directly responsible to the Board of Education for the performance of the following assigned duties and responsibilities: ensure that all aspects of the District operation comply with State laws and regulations as well as Board contracts and policies; establish and maintain any written educational plan that may be required by law and consistent with the educational goals adopted by the Board; ensure proper implementation of the current District-wide instructional plan as it applies to each building; strive to increase the efficient use of District resources in the daily operations of the schools; assign staff to achieve the maximum benefit toward the attainment of educational goals; evaluate the progress of the professional and support staff toward the attainment of educational goals; analyze the results of instructional program development as it applies to the Board's educational goals; recommend changes in instructional or staffing patterns based on an analysis of staff and program progress; work with

principals to assure that appropriate decisions made at the building level are created by means of a site-based, decision-making process that includes participation of the school's administration and staff, parents, students and others in the community; work cooperatively with parents and community groups concerned with programs in the schools; develop personal capabilities in personnel strategies and facility management; work cooperatively with the Board and administrative staff; strive toward the highest standards of personal conduct. He shall further:

- 1) Oversee the following areas, including but not limited to, in the District:
  - ..... Transportation
  - ..... Personnel
  - ..... Finances
  - ..... Negotiations
  - ..... Evaluations
- 2) Organize, arrange and direct the administrative, supervisory and central office staff in a manner which, in his judgment, best serves the District;
- 3) Be responsible for administration of instructional and business affairs with assistance of his staff;
- 4) Be responsible for selection, placement and transfer of personnel;
- 5) Suggest regulations, rules and procedures deemed necessary for the orderly operation of the District, and in general perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the Board from time to time.

Board, individually and collectively, shall promptly refer all criticism, complaints and suggestions called to its attention to Superintendent for study and recommendation. To the extent required by Board, Superintendent shall attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of Board committees and provide administrative recommendations on each item of business considered by each of these groups.

C. **Outside Activities:** The Superintendent agrees to and shall, during the term of the Agreement, devote his time, attention and energy to the position of Superintendent of the School District. However, he may serve with Board approval as a consultant to other districts, lecture, engage in writing activities or speaking engagements and engage in other activities which are of short term duration at his discretion. The Superintendent shall use vacation leave to perform outside activities, and he shall retain any honorarium paid. In no case will the School District be responsible for any expense attendant to the performance of outside activities.

3. **LEVEL OF PERFORMANCE**

The Superintendent agrees to perform his duties in a competent and professional manner in compliance with the laws applicable to the School District and the policies and regulations adopted by the Board of Education.

4. **RESIDENCE REQUIREMENT**

The Superintendent shall, as a condition of employment, reside within 20 miles of School District boundaries.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

- A. District encourages the continuing professional growth of Superintendent through his participation , as he might decide in the light of his responsibilities as Superintendent, in:
  - 1) The operation, programs and other activities conducted or sponsored by local, state and national school administrators and school board associations;
  - 2) Seminars and courses offered by public or private educational institutions and will reimburse the Superintendent up to \$600.00 annually for Professional Development tuition;
  - 3) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for the District.
- B. In its encouragement, the District shall permit a reasonable amount of release time for Superintendent to attend to such matters and pay for the necessary fees for travel and subsistence expenses, as approved by Board in the annual budget. Such absenteeism shall not interfere with performance of Superintendent’s duties. Absence of three or more working days shall be subject to advance notification to the Board President. In the event the Superintendent shall be away from the office of Superintendent for two or more working days, she shall appoint another administrative person to oversee the District in her absence.

6. **COMPENSATION**

- A. **Salary:** The District shall pay the Superintendent at an annual salary rate of one hundred fifteen thousand five hundred sixty six (\$115,566) for the 2020-2021 contract year. The Superintendent’s salary shall be paid in equal installments beginning July 1, 2020 in accordance with the policy of the Board governing payment of other administrative staff members in the District.
- B. **Modifications:** Board hereby retains the right to open this contract for adjustments if the job responsibilities of the Superintendent are modified during the term of this Contract. Any adjustments made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract. It is provided, however, that by so doing it shall not be considered that the Board has entered into a new contract with Superintendent or that the termination date of the existing Contract has been extended.
- C. **Medical Benefits:** Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder and/or third party administrator, the Superintendent may select one of the following medical plans in addition to the ancillary benefits listed below:

MESSA Choices – Saver Rx  
Deductible: \$500 Single/\$1000 Family

MESSA Choices – Saver Rx  
Deductible: \$1000 Single/\$2000 Family

MESSA ABC Plan 1 – ABC Rx  
Deductible \$1400 Single/\$2800 Family

MESSA ABC Plan 2 – ABC Rx  
Deductible \$2000 Single/\$4000 Family

Ancillary Benefits  
Dental: 100/90/90/90  
Vision: VSP 3 Plus P 250CL  
Negotiated LTD: 66 2/3% Max \$3,500  
Life: \$115,000 Term/\$115,000 AD&D

If medical plans are waived and only ancillary benefits are chosen: \$250 per month cash

Health Insurance: Hard Cap. The Board shall pay no more than the state mandated monthly amounts for medical benefit plan premiums (including taxes and fees). The remainder of the medical benefit plan premiums (cost greater than Board contribution) shall be paid by the employee, and shall be payroll deducted in equal amounts between July, 2020 and June, 2021. The non-health insurance benefit premiums (dental, vision, life, etc.) shall be paid by the Board at 100%.

**D. Other Benefits:**

1) Twenty-five (25) vacation days on July 1 of each year. If the Board deems it necessary for the Superintendent to lose contracted vacation time because of school-related job responsibilities, a maximum of ten (10) such days shall accumulate as vacation days for the immediate following fiscal year, or be paid off at the daily pay rate based on a 260-day year, at the discretion of the Superintendent.

2) Three (3) personal days per year that will convert to sick leave if not used during the year.

3) Twelve (12) sick days per year, with a total accumulation of one hundred thirty (130) days. Upon layoff or termination of employment, after a minimum of nine (9) years of service in the District, the Superintendent's accumulated sick leave shall be paid to his at 50% of his current daily rate based on a 260-day year. In the event of the Superintendent's death, his beneficiary shall receive 50% payment of any accumulated sick leave.

4) The following holidays for which no service to the School District is required: Fourth of July, Labor Day, Thanksgiving Day and the day after, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day.

5) A tax-deferred annuity in the amount of four thousand dollars (\$4,000) to be paid annually during the month of July.

E. **Mileage Allowance:** The District shall provide a school owned vehicle upon the request of the Superintendent for school business purposes. In the event that there is no vehicle available, the Superintendent shall be reimbursed mileage at the current IRS rate.

F. **Other Allowances:** The District shall provide the Superintendent with a school owned cell phone.

G. **Professional Liability:** The Board agrees to pay the premium amount for errors and omissions insurance coverage for the Superintendent while engaged in the performance of a governmental function and while the Superintendent is acting within the scope of her authority. The policy limits for this coverage shall be identical to those now in force in the School District. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of the Superintendent. The sole obligation undertaken by the Board shall be limited to the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts or at a reasonable premium rate, the Board shall have the right to discontinue such coverage and shall so notify the Superintendent. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to the Superintendent as allowed by state law.

H. **Professional Group Membership:** The District shall pay the Association dues of the Superintendent for the Michigan Association of School Administrators, and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.

7. **MEDICAL EXAMINATION**

Superintendent may have a comprehensive medical examination once every other year. In each year it is received, a statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board of Education and shall be treated as confidential information. The costs of said physical examination and reports not paid by the Superintendent's health insurance plan shall be paid by the District.

8. **EVALUATION**

Annually, but no later than the 31<sup>st</sup> day of December of each year during the term of this contract, the Board of Education shall review with the Superintendent his performance as Superintendent.

9. **RENEWAL OF CONTRACT**

This Contract may be extended either by option of the Board of Education or by operation of law, as follow:

- A. **Board Option:** The Board, no later than the 31<sup>st</sup> day of March each year during the term of the Contract, may extend the Contract for an additional one-year period. All terms and conditions of the Contract shall remain unchanged, except for any amendments specifically agreed to in writing by the parties. The Board, in its sole discretion and with or without cause, may decline to extend the Contract for an additional year. Based on performance, the contract shall be extended to three years on July 1, 2020. (July 1, 2020 through June 30, 2023.)
- B. **Operation of Law:** Unless the Board of Education gives written notice of non-renewal of the Contract to the Superintendent at least ninety (90) days before the Contract's termination date, the Contract will, without further action, be automatically renewed for an additional one (1) year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January.

10. **TENURE EXCLUSION**

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

11. **TERMINATION OF CONTRACT**

This Contract may be terminated by:

- A. **Mutual Agreement of the Parties:** Salary and benefits shall continue as mutually agreed.
- B. **Termination for Cause:** The Board of Education may terminate this contract and discharge the Superintendent from employment for good and just cause provided that the Superintendent has received prior notice in writing from the Board of Education of its intent and the alleged reason or

reasons for such discharge. Upon written request, a hearing shall be conducted with full regard for due process.

- C. **Retirement of Superintendent:** Unless otherwise mutually agreed, retirement shall be at the end of an annual contract period, salary and benefits to cease that date, retirement benefits to commence as provided in the State's retirement program.

**IN WITNESS WHEREOF**, the parties have duly executed this Superintendent's Employment Contract as of the day and year signed below.

**FOR THE BOARD OF EDUCATION**

**BY THE SUPERINTENDENT**

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Rae Birr, President

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Howard Parmentier

\_\_\_\_\_  
Date

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Date

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Giannine Perigo, Secretary

\_\_\_\_\_  
Date