

**ELK RAPIDS SCHOOLS
CONTRACT
SUPERINTENDENT OF SCHOOLS**

THIS CONTRACT, entered into this _____ day of November, 2009, between the Elk Rapids Board of Education, hereinafter called the "Board" and Steve Prissel, hereinafter called "Superintendent."

WITNESSETH:

1. DUTIES

The Superintendent represents that he meets all Michigan requirements and the qualifications established by the Board of Education for this administrative position and agrees to perform the duties of Superintendent in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations adopted by the Board of Education.

The Superintendent agrees, as a condition of his continued employment, to meet all continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time the Superintendent fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.

The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be adopted. The Superintendent is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.

2. TERM

The Board agrees to employ Steve Prissel as Superintendent of its schools for the term of January 1, 2010 to and including June 30, 2012. The Superintendent is employed on the basis of fifty-two (52) weeks of work per contract or fiscal year, as scheduled by the Board.

The Board of Education shall, not later than the March Regular Board Meeting of each year during the term of this contract, consider the extension of this contract for an additional one-year period except for the first year when such consideration shall occur no later than June 30, 2010.

3. EVALUATION

The Board shall evaluate the Superintendent, during the first year of employment quarterly, thereafter, at least annually, using the criteria and an evaluation process mutually agreed upon by the Board and the Superintendent. If mutual agreement cannot be reached, the Board shall proceed with the Superintendent's evaluation using criteria that include attainment of the district's goals as adopted by the Board, the Superintendent's completion of personal job goals that have been established, the manner in which day-to-day operations of the district are handled, Board/ Superintendent relations, staff and community relations, and the degree to which the Superintendent fulfills the responsibilities set forth in the job description and duties for that position. The criteria and process adopted by the Board should be communicated in advance to the Superintendent. Annual evaluations shall be completed no later than March 31.

4. TENURE

The Superintendent shall not be deemed to be granted continuing tenure in such capacity or any other administrative position within the district. Additionally, the Board's decision not to continue or renew the employment of the Superintendent for any subsequent period in any capacity, other than as a classroom teacher as may be required by the Teachers' Tenure Act, shall not be deemed a breach of this Contract or a discharge or demotion within the provision of the Michigan Teachers' Tenure Act.

5. PROFESSIONAL LIABILITY

The District agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and also excluding suits, actions, demands and legal proceedings commenced by the Board against the Superintendent.

The Board shall provide public liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as Superintendent. The terms of such 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 insurance coverage. The Board shall further consider on a case-by-case basis providing legal defense and/or indemnification to the Superintendent to the extent such amounts are not covered by insurance, as is authorized by MCL 380.11(a)(3)(d). In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

6. PROFESSIONAL GROWTH

The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. He shall, however, secure Board approval for any out of state travel.

7. PROFESSIONAL DUES

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

8. MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination once every three (3) years or as required by the Board. A statement certifying to the physical competency of the Superintendent shall be submitted to the Secretary of the Board of Education and shall be treated as confidential information. The cost of said physical examination and reports shall be paid by the District.

Additionally, upon the Board's request, the Superintendent shall authorize the release of medical information necessary to determine if the Superintendent is capable of performing the essential job functions required by his assignment, with or without reasonable job accommodation(s). Any physical or mental examination or disclosure of such information required of the Superintendent by the Board shall be job related and consistent with business necessity. Any medical or psychological examination under this section shall be at Board expense. Any information obtained from medical or psychological examinations or inquiries shall be considered and treated as confidential.

9. COMPENSATION

The Board agrees to pay the Superintendent an annual base salary of \$110,000 which shall be prorated on an annual basis, payable in regular installments in accordance with the standard policies or procedures of the District. The Board may increase the base salary for the second and/or third years of this contract. In no instance shall the salary for the second or third year be less than the previous year.

10. FRINGE BENEFITS

The Board of Education shall provide the Superintendent with the following benefits:

- a. Health, Dental and Vision insurance provided other administrative employees.
- b. At the termination of administrative service to the district the Superintendent shall have the option of remaining in the district's family hospitalization program at his/her own expense, if available.
- c. Term life insurance in the amount of \$220,000.00.

- d. Long-term disability insurance at the rate of 66% of his annual salary.
- e. 12 sick days per year which may be rolled over to the following year up to a maximum of 90 days.
- f. 15 vacation days per year. Up to 5 unused vacation days may be rolled over to the following year. These days shall be in addition to holidays and school breaks recognized in the District calendar.
- g. At termination of employment, the Superintendent shall receive reimbursement, at the current daily pay rate, for all unused vacation or sick days, not to exceed fifteen (15).
- g. 4 personal days per year.

The Board reserves the right to change the identity of the insurance carrier, policy holder or third party administrator for any of the above insurance coverages, provided the comparable coverage, as determined by the Board, is maintained during the term of this Contract. The Board shall not be required to remit premiums for any insurance coverages for the Superintendent and his eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third party administrator. The terms of any contract or policy issued by any insurance company or third party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Superintendent is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverages. The Board, by remitting the premium payments required to provide the above-described insurance coverages, shall be relieved from all liability with respect to insurance benefits.

The Board agrees to reimburse the Superintendent for mileage expenses pursuant to standard rates allowed by the I.R.S. for travel outside of the District boundaries for District business.

11. BEREAVEMENT DAYS

Five (5) days in each instance in the event of the death of a member to the immediate family. The term “member of the immediate family” shall include: spouse, child, parent, sibling, grandparent, grandchild, father-in-law, mother in-law, sibling in-law, son in-law and daughter in-law.

12. TUITION

Superintendent shall be reimbursed in full for tuition charges at an accredited college or university for graduate level courses in educational leadership.

13. SERVICE RECOGNITION PAY

At the termination of administrative service to the district, the Superintendent shall receive “Service Recognition Pay” according to the following conditions:

a. The Superintendent must render ten years of administrative service to the district to benefit from the plan.

b. The amount shall be calculated by multiplying the Superintendent's highest annual salary by a percentage, which is determined as follows:

1 – 15 years service = 1.0% per year

16 –30 years service = 1.5% per year

Example: The Superintendent with 17 years of administrative service to the district would be entitled to a payment equal to 18% of the Superintendents highest annual salary. The 18% is computed in the following manner

Years 1 – 15 @ 1.0% per year	= 15.0%
Years 16 & 17 @ 1.5% per year	= <u>3.0%</u>
Total	18.0%

c. The Superintendent shall select one of the following options as the method of payment:

A lump sum paid at the termination of service.
One-third paid at the termination of service and
one-third paid each of the next two years during the
month of January.

d. In the event of the Superintendent's death, the accumulated amount shall be paid to the Superintendent's specified beneficiary.

14. **TERMINATION PROVISIONS**

The Board shall be entitled to terminate the Superintendent's employment at any time during the term of this Contract when it determines that the Superintendent has engaged in acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetency, inefficiency, or if the Superintendent materially breaches the terms and conditions of this Contract, or for other causes found to be sufficient by the Board.

The foregoing standards for termination during the term of this Contract shall not be applicable to non-renewal of this Contract at the expiration of its term, which decision is discretionary with the Board.

No discharge shall be effective until written charges have been served upon him and he shall 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 may have legal counsel at his own expense.

The Superintendent may terminate this contract by delivering to the Secretary of the Board a written notice of his election to terminate at least sixty (60) days prior to any intended date of termination. Failure to provide such notice shall void the provisions herein contained in paragraph (13) and shall relieve the Board of all liability for Service Recognition Pay.

15. DISPUTE RESOLUTION

In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however, each party shall be responsible for the costs of such respective representation.

16. BREACH

In the event of a breach on the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

By _____ Board President
MARTHA MCGUIRE

By _____ Board Secretary
SHERRY L. STEFFEN

By _____ Superintendent
STEVE PRISSEL