

**SUPERINTENDENT'S EMPLOYEMENT CONTRACT
BETWEEN
KENNETH J. EWALD
AND THE BOARD OF EDUCATION
OF THE CASEVILLE SCHOOL DISTRICT**

1. This Contract is entered into on the 29th day of June, 2011, between the Board of Education of the Caseville School District, referred to as the "Board of Education," and Ken Ewald, as Superintendent, referred to as "Administrator," in this Contract. This contract was revised February 8th, 2012.

2. Because the Board of Education, at a meeting held on the 8th day of February 2012, approved employment of the Administrator, as Superintendent, in accordance with the terms and conditions of this Contract, and the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this Contract, the parties in consideration of the mutual promises contained in the Contract agree to the following:

3. The Board agrees to employ the Administrator as its Superintendent for the term of two years from July 1, 2012 to and including June 30, 2014. The Administrator shall be employed to work for a period of 52 weeks each fiscal year. Work days will be specifically scheduled. Changes in work calendar will be made upon mutual agreement between administrator and Caseville School Board. The Board by the 15th of March of each ensuing year must take official action determining whether or not it is extended for an additional year. If the Caseville School Board takes no action, the contract shall be deemed to have been renewed for an additional year. Should the Board, determine not to renew the Agreement ninety (90) days prior to its expiration; It shall act in compliance with the requirements contained in the appropriate section of the Michigan Revised School Code.

4. Evaluation. Annually, no later than the last day of February of each year during the term of this Contract, the Board of Education shall review with the Administrator his performance as Superintendent using the criteria and an evaluation process mutually agreed to by the Board and Superintendent. The Administrator shall remind the Board of Education of the responsibility by January 15th of each year.

5. Tenure of Exclusion. This Contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district, but he shall be deemed to have been granted tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

6. The Superintendent hereby accepts said employment for said terms and conditions and represents to the Board that he is qualified under laws of the State of Michigan to act as Superintendent.

7. Vacation period is to be 20 days per year at a time that is mutually agreeable to the parties, and additional days as per teacher contract for the academic year. Vacation days may not accumulate beyond 5 per year up to a maximum of 25 carry over days.

8. The Board agrees to pay the administrator for his services during each year of said contract in equal biweekly installments. (A) The Board of Education shall pay to the Administrator an annual salary of \$92,000 for the 2011-2012 school year. The salary shall be paid in equal installments, unless otherwise agreed to by the parties. The Board of Education shall review the salary annual and retains the right to adjust the salary during the continuation of the contract, but an adjustment shall not reduce the annual salary below the figures specified in this paragraph. (B) The salary for any subsequent year shall be no less than that as set forth in (A).

9. 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.

10. Professional Liability Insurance. The District agrees to maintain a comprehensive general liability insurance policy, which shall cover claims and expenses, which shall include coverage for claims made against the District and the Superintendent, for claims for damages caused in whole or part by the Superintendent while performing assigned duties on behalf of the District, as an employee, as shall be consistent with M.C.L.A 691.1408 and 380.11(a)(3)(d). The District shall agree to defend, hold harmless and indemnify the Superintendent upon review of such claims arising out of the actual performance of his duties as provided under the statute. The District shall pay for the premium amount necessary for errors and omission coverage for the Superintendent while engaging in the performance of a governmental function, while the Superintendent is acting within the scope of his authority on behalf of the district.

11. Sick days – 12 sick days per year. Unused sick days may accumulate and be paid at a rate of \$25 per day upon termination or retirement. Family sick days will be deducted from the above accumulation.

12. Business days – The Superintendent shall be allowed 3 personal leave days, with pay, annually, to conduct personal or business related matters, to be deducted from sick days.

13. Bereavement leave – 3 days per year, not to be deducted from sick leave and not cumulative.

14. Conferences: approved conferences will be paid by the Board up to the amount provided in the budget.

15. Fringe Benefits: Health Insurance will be equal to that of teachers including the limit of Board contribution. Dental Insurance, Delta Dental 75/75/50/90, will be provided by the Board. The administrator shall be provided without cost, term life insurance, equal to two times salary. The administrator shall be provided with full family VSP II Vision Insurance. The above listed fringe benefits are subject to change if a new carrier is provided by the Board.

16. Termination. If at any time the Administrator fails to maintain the credentials and qualifications for the position of Superintendent, as required by this Contract, the Contract shall be subject to termination. The Administrator may be discharged and this Contract terminated at any time for reasonable and just cause, which may include failure to uphold Board of Education bylaws, policy or regulations or for other good and just cause. The Board shall not arbitrarily and

capriciously dismiss the Administrator. 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 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 paragraph applies to termination and is not applicable to non renewal which is governed by the provisions of Paragraph 1 of this Agreement.

17. Severability. If any provision of this Contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the Contract not affected by the ruling shall remain valid and in effect.

18. Governing Law. This Contract is governed by and shall be interpreted in accord with the law of the State of Michigan.

19. Amendment and Entire Agreement. This agreement contains all the agreements and conditions made between the parties hereto and supersede any prior agreements and may not be modified orally or in any other manner than by an agreement approved by the Board, by majority vote, at any open meeting and properly signed by the parties.

20. Notices. All notices to be given hereunder by either party shall be in writing and given by personal delivery of certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods, under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

21. Duplicate Original Copies. This Agreement is executed in duplicate original copies, one of which shall be retained by the School District and one by the Administrator, each of which shall be deemed to be an original but all of which shall be construed as one document.

22. Acknowledgement and Time of the Essence. Each party acknowledges that they have read this Agreement and agree to the terms and conditions herein contained and further agree that time shall be deemed of the very essence of this agreement.

This agreement, entered into this 29 day of June, 2011 between Caseville Board of Education and Kenneth J. Ewald, Administrator.

In witness whereof, the parties hereto have set their hands this day and year above written.

ADMINISTRATOR:

BOARD OF EDUCATION:

DATE: _____
