

**THE SUPERINTENDENT'S CONTRACT
MONROE COUNTY INTERMEDIATE SCHOOL DISTRICT**

This Agreement, entered into this 1st day of July 2019 between the Monroe County Intermediate School District Board of Education, hereinafter called "Board" and Stephen McNew hereinafter called "Superintendent".

WITNESSETH:

1. CONTRACT PERIOD

The Board agrees to employ Stephen McNew as Superintendent of the Monroe County Intermediate School District for the term of three (3) years from July 1, 2019 through June 30, 2022. This contract is based upon a 260 workday year. The Board shall review this contract with the Superintendent annually, and shall, on or before June 30 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action, in writing. Pursuant to Section 1229 of the Revised School Code, if the Board intends to let the Superintendent's contract expire, it must provide the Superintendent with written notification of the Board's decision not to renew at least ninety (90) days before the contract expiration date. If the Board does not comply with this requirement, the contract is automatically renewed for an additional one (1) year period.

Any provision of this contract may be subject to written amendment by the mutual consent of both parties.

2. DUTIES

The Superintendent agrees to perform the duties of Superintendent in a competent and professional manner in accordance with the established policies and regulations of the Board of Education and the laws of the State. It is further agreed that the Superintendent represents that he holds and will maintain all certificates, credentials and qualifications required by law, including provisions of Section 1536 of the Revised School Code. The Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the term of this contract.

The Superintendent shall serve as chief executive officer and chief administrative officer of the Board. He shall be entitled to:

- a. Present his recommendation to the Board on any subject under consideration by said Board;
- b. Attend each meeting of the Board;
- c. Serve as an ex officio member of each committee established by the Board.

The Superintendent shall have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board and in compliance with the laws of Michigan. The Board, individually and collectively, shall refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

3. COMPENSATION

The Board agrees to pay the Superintendent a base salary of \$157,103.00 for 2019-2020, \$160,245.00 for 2020-2021 and a salary to be negotiated for 2021-2022. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District. The Board of Education hereby retains the right to adjust the annual salary of the Superintendent during the term of this

contract; said salary adjustment not to reduce the annual salary below the figures stated above.

During the term of the contract, the Board of Education also will provide the following:

- a. On July 1 of each year of this contract, the Board shall contribute \$10,000.00 to a tax sheltered annuity from the District's recognized list of plans qualifying under Section 403(b) or 457 of the Internal Revenue Code or the Superintendent can choose to take this amount as compensation. Amounts paid into the TSA by the Board are reportable compensation.
- b. Longevity shall be payable on or about the first Friday in December:
 - \$1,600 after ten (10) years of District service
 - \$1,850 after fifteen (15) years of District service
 - \$2,100 after twenty (20) years of District service

4. **EXPENSES AND MILEAGE**

The Superintendent shall be eligible for reimbursement of actual and necessary job-related expenses, both in and out of county. The Superintendent shall be eligible for reimbursement of job related mileage, both in and out of county, at the Board established rate.

5. **INSURANCE BENEFITS**

Medical and Dental: Full Family Medical and Dental are provided as applicable through the Flexible Benefits Plan except that the District has the right to change insurance carrier and type of plan after discussion with Superintendent.

The Superintendent shall be provided, upon application:

- MESSA CHOICES II \$500/\$1000 in-network deductible and \$1,000/\$2,000 out of network deductible, \$20 office visit; \$25 urgent care co pay; \$50 ER co pay, and the Saver RX or;
- MESSA Health Savings Account ("HSA") ABC Plan 1 with a \$1350/\$2700 deductible or as established by the IRS with Saver RX or;
- MESSA Health Savings Account ("HSA") ABC Plan 2 with a \$2,000/\$4,000 deductible with the Saver RX or;
- MESSA Essentials with a \$375/\$750 deductible and 20% co-insurance with Essentials RX.
- The Board's annual contribution toward the medical benefit plan shall not exceed the statutory limits that a public employer can contribute to a medical benefit plan for the fiscal year as established annually by the Michigan Department of Treasury. If the Superintendent selects the MESSA HSA ABC coverage, the Board shall pay the difference between the premium amount and the statutory cap toward the MESSA HSA ABC Plan 1, Plan 2 deductible or Plan 3 deductible. The Superintendent's contributions for the medical premium shall be through a Section 125 plan on a pre-tax basis and deducted equally between scheduled pays.

- Subject to the limitations of Publicly Funded Health Insurance Contribution Act (MCL15.563), the district will fully fund the annual single in-network ABC Plan 1 HSA deductible on January 1st for each year of the contract if the Superintendent elects one of the available ABC HSA plans during open enrollment. If the Superintendent experiences a qualifying life event during the year and selects one of the available ABC HSA plans at that time and selects prefunding, the district will prorate the annual single in-network ABC Plan 1 HSA deductible monthly until the end of the plan year.
- If the Superintendent selects an HSA and opts into prefunding, he shall have equal amounts of the single annual deductible for an ABC Plan 1 deducted from his pay (24 annually) for the prefunded amount.
- If the Superintendent elects an available ABC HSA, he must sign a commitment letter to repay any prefunded amounts made and not repaid if he does not complete the entire calendar year for which the deductible was remitted by the district. The Superintendent's signature constitutes authorization for payroll to withhold any amounts still owing from the prefunded deductible from his pay. The signature also acknowledges that should there be insufficient funds through the payroll process to cover the amount due, the Superintendent is still obligated to repay the funds to the district in a timely manner.
- When the district prefunds the Superintendent's HSA ABC Plan 1 annual single deductible as described above, the amount the district is responsible for shall not exceed the hard cap between the premium cost and the prefunded deductible.
- The Superintendent may opt out of HSA prefunding only at the district's annual open enrollment period. Once the Superintendent opts out of HSA prefunding, he shall not be eligible for HSA prefunding until the next district annual open enrollment period.

Cash-in-Lieu: In the event the Superintendent declines Board paid medical coverage, he shall receive an annual cash-in-lieu amount of \$7,065.00 divided equally between each scheduled pay.

Dental: The Superintendent shall be eligible for the same full family dental coverage as is offered the Supervisory staff under the Flexible Compensation Plan.

Vision: Full family vision benefits through SET-SEG are provided to the Superintendent, annually (January – December) as follows:

Complete Vision Exam:	\$75
Single Vision Lenses:	\$110
Bifocal Lenses:	\$128
Trifocal Lenses:	\$150
Progressive Lenses:	\$186
Contact Lenses:	\$250
Frames:	\$150

Long Term Disability: The Superintendent shall have Income Protection through MASB SET-SEG with a thirty-day qualifying period and 70% of the covered monthly earnings with a maximum monthly benefit of \$9,600 (or equivalent coverage through another provider).

Life Insurance: The Superintendent shall be provided with a Term Life Insurance Policy with a face value of three times his annual salary. (Such insurance to be continued upon retirement at \$100,000 to age 65, with a reduction of \$20,000 each year thereafter, to age 70.)

6. VACATION, HOLIDAYS, AND LEAVES OF ABSENCE

- a. The Superintendent shall be entitled to thirty (30) vacation days per contract year, made available on July 1st. The Superintendent can carry over vacation days until December 31st of the next fiscal year, at which time any unused vacation days from the previous fiscal year will be added to his illness/injury day accumulation.
- b. The Superintendent shall receive the following holidays at his regular daily rate of pay:

New Years' Day	Thanksgiving Day
Presidents' Day	Friday following Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
July Fourth	First working day after Christmas
Labor Day	New Years' Eve Day
- c. The Superintendent shall be entitled to a maximum of fourteen (14) days of illness/injury leave per year, earning six (6) days at the beginning of the contractual year and one (1) day per each month employed November through June. The maximum accumulation of illness/injury leaves days is 210 days. The Superintendent may utilize his illness/injury days due to illness/injury of himself or of a resident member of his immediate family. (Immediate family is defined as spouse, child, step-child or other permanent resident relatives living in his home.) The Superintendent shall be entitled to utilize up to seven (7) days of his accumulated illness/injury for an ill parent and/or child not residing in his home.
- d. If the Superintendent reaches the accumulated maximum of 210 days for his illness/injury leave, he shall be eligible at the end of each contract year to receive reimbursement for any excess earned illness/injury days at the rate of \$60.00 per day.
- e. The Superintendent shall receive two (2) Necessary Business days per contract year. The Superintendent may accrue a maximum of three (3) Necessary Business days in any one year and any other unused Necessary Business days will be added to his illness/injury leave days at the end of the fiscal year. The Superintendent may utilize one accumulated illness/injury day per fiscal year as a Necessary Business day.
- f. If the Superintendent's personal illness extends beyond his accumulated illness/injury leave, upon written request, a medical leave of absence, without pay, shall be granted to the Superintendent not to exceed six (6) months. The Board will assume the full cost of the Superintendent's eligible hospital/medical insurance, but will not be responsible for any other Board paid insurance benefits. A continuation may be granted for up to six additional months at the Board's discretion. The Board will pay ½ the cost of the Superintendent's eligible medical/hospital insurance coverage for this additional 6 months.

- g. The Superintendent shall receive a maximum of five (5) days with pay for the death of an immediate family member (defined as spouse, child, step-child, parents and/or step-parent) and a maximum of three (3) days with pay for mother and father-in-law's, and daughter and son-in-law, grandparents, siblings, grandchild/step-grandchild and any permanent resident relative living in the household.
- h. The Superintendent shall receive a regular day's pay when called for jury duty.
- i. The Superintendent shall be eligible, upon written request, for an unpaid leave of absence for up to one (1) year for child adoption, child care or formal education.

7. RETIREMENT BENEFIT

A Superintendent who is eligible to retire and receive full retirement benefits (30 years of service credit) under the Michigan Public School Employees Retirement System and meet the below listed requirements shall, upon retirement, receive a sum, through a 403(b), equal to one-half (1/2) of his accumulated illness/injury leave at his last work year's daily rate of pay. In the case of illness/disability or the death of the Superintendent who is eligible to retire with this benefit, the retirement payment will be paid to the Superintendent's estate.

To receive this benefit, the Superintendent must meet all of the following requirements:

- a) Actively employed by the District for a minimum of five (5) years.
- b) Declare, in writing to the Board, an irrevocable letter of retirement no later than April 1st of the contract year in which he/she plans to retire.
- c) Retirement must be at the completion of the contract year.
- d) Receive retirement benefits from the Michigan Public School Employees Retirement System.

8. TENURE

The Superintendent shall not have tenure in this or any other administrative position.

9. ANNUAL PHYSICAL

The Superintendent will have an annual physical and such physical shall be Board paid.

10. EVALUATION

The Board shall evaluate the Superintendent, at least annually, using criteria and an evaluation process mutually agreed to by the Board and Superintendent.

11. "HOLD HARMLESS" CLAUSE

In light of the unique nature of the professional duties of the administrator, the District shall provide to the administrator at no expense to him legal counsel and representation to any legal action brought against him as administrator and either hold him harmless or insure him adequately against all liability that results from his performance in the course and scope of his employment as administrator.

12. LIABILITY INSURANCE CLAUSE

The Board shall provide public liability insurance for the administrator to cover legal expenses in defense of claims and payment of judgments resulting from his functioning as

Superintendent, and will reimburse him for any portion of such expense and judgments not covered by insurance.

13. MORAL TURPITUDE

The Superintendent is prohibited from engaging in conduct involving moral turpitude. The Board of Education may void this contract if the Superintendent violates the provision prohibiting conduct involving moral turpitude.

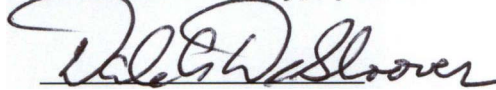
14. MISCELLANEOUS

The Superintendent is entitled to all benefits consistent with those of the Supervisory and Central Office personnel.

The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the Administrator's Code of Ethics and will be reported by the Board to the appropriate State Association of School Administrators and State Educational authorities.

It is hereby stipulated that the terms of this contract represent the total employment agreement between the Board and the Superintendent and specifically excludes any claim to continuing tenure as Superintendent.

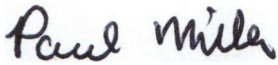
Dated this 1st day of July 2019



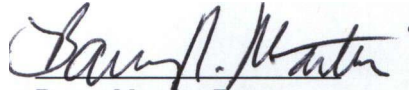
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Stephen McNew, Superintendent