

**CONTRACT OF EMPLOYMENT
SUPERINTENDENT OF SCHOOLS
ALGONAC COMMUNITY SCHOOL DISTRICT**

It is hereby agreed this 22nd day of May, 2017, by and between the ALGONAC COMMUNITY SCHOOL DISTRICT (the "Board") and ALAN M. LATOSZ (hereinafter referred to as the Superintendent) as follows:

1. The Superintendent represents and this contract is conditioned upon him holding all certificates and qualifications required by law (including Department of Education regulations) and by the Board to serve in the position assigned. The Superintendent further represents that he meets all professional development requirements to hold the position of Superintendent. If at any time the Superintendent fails to hold the certificates and qualifications required by law (including Department of Education and Board regulations) for the position assigned, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

2. The Algonac Community School District employs the Superintendent for a period of five (5) years, commencing July 1, 2017 to and including June 30, 2022, as Superintendent of the Algonac Community Schools at a salary hereinafter set forth. Commencing in year three of this contract, on or before April 1 of each year this contract remains in effect (i.e. commencing on or before April 1, 2020), the Board shall determine whether it will extend the Superintendent's contract by one year. If the Board fails to act on the contract extension by April 1, the contract will extend for one additional year. Both parties agree that the Superintendent shall perform the duties of his office as established by the Board in and for the public schools in said

district and as prescribed by the laws of the State of Michigan and by the rules and regulations of the State Board of Education and the Algonac Board of Education.

3. Commencing July 1, 2017, Superintendent shall be paid an annual salary of \$133,575.00, payable in biweekly installments at the same time as other employees of the Algonac Community School District. Any adjustments in salary made during the life of this contract shall be in the form of an amendment hereto and shall become part of this contract, but it shall not thereby be considered that the Board has entered into a new contract with the Superintendent or that the termination date of the existing contract has been extended.
4. The Superintendent has previously qualified for the administrative severance payout of sick days. The Superintendent shall retain his vested rights in the severance program which will be frozen at 111 sick days which will be paid upon termination of his employment or in annual increments if the parties so agree. At the inception of this contract, the Superintendent has unused vacation days which he will not be able to use due to obligations of the Superintendent position. As a result, the unused vacation days will be carried over by the Superintendent.
5. The Algonac Community School District agrees to provide the Superintendent with the administrative insurance benefit package provided to other school district administrators, with the exception that the term life insurance policy shall be in the amount of \$150,000.
6. The Superintendent shall be employed on the basis of a fifty-two week work year and shall receive 25 days of vacation during each contract year. In the first year of this contract the Superintendent shall receive 25 days of vacation plus his carry over days.

7. The Superintendent shall receive 12 sick days per year, as well as two personal days per year, allocated each July 1st the Superintendent is employed by the Algonac Community School District. The Superintendent has 38 sick days which are not part of the severance provision in paragraph 4 and will carry over to be used pursuant to this contract and Board guidelines.
8. All fringe benefits as contained in Personnel Policy 20 for the Assistant Superintendent and Director of Business Services shall also apply to the Superintendent of Schools, excluding severance pay.
9. It is understood and agreed by the parties hereto that the duties of the Superintendent require fulltime service, except for the specified vacation period, and that employment herein is on the basis of the full calendar year rather than the months during which school is in operation.
10. The Superintendent shall perform all of the duties ordinarily performed by the Superintendent of the Algonac Community Schools, including attending at least one major, professional meeting as approved by the Board of Education, and shall receive, in addition to his salary, reimbursement for necessary expenses as actually paid out in connection with such attendance of professional meetings and while performing the duties of the Superintendent, subject to approval of the Board of Education.
11. All mileage expenses incurred by the Superintendent will be billed in the form of an expense report subject to approval by the Board of Education of the Algonac Community School District with the regular monthly Bills for Approval. All reimbursement will be added to income statement yearly according to the policies of the IRS.

12. The performance of the Superintendent shall be evaluated in writing at least once each year by the Board. The Superintendent shall be entitled to review the evaluation before it is placed in his personnel file. The evaluation will be completed by December 31 of each year of this contract. The evaluation instrument and timing of the evaluation shall be determined by the Board and may be modified from time to time.
13. It shall be the duty of the Superintendent to assume responsibility for the administration of the Algonac Community School District under the advice and supervision of the Board of Education.
14. The Superintendent agrees that he shall not be deemed to be granted continuing tenure in the position of Superintendent of Schools or in any capacity other than as a classroom teacher (provided that the probationary period for tenure as a teacher is fulfilled) by virtue of this contract or any employment assignment with the District, nor shall the failure of the District or the Board to continue to employ the Superintendent in any capacity, other than as a classroom teacher, be deemed a breach of this Agreement or a discharge or demotion within the provisions of the Michigan Teacher Tenure Act.
15. The Board may require that the Superintendent have a comprehensive medical examination as may be deemed necessary, or every school fiscal year, whichever occurs more frequently. If such examination is required, a statement shall be filed with the secretary of the Board certifying to the physical fitness and physical capability and/or mental competency of the Superintendent to perform his duties.

This statement shall be treated as confidential information by the Board and the cost of said medical report will be borne by the District.

16. The Board shall be entitled to terminate this contract during its term in the event of the Superintendent's inability to perform his position responsibilities for a period of sixty (60) consecutive days or more due to mental or physical disability. Further, the Board shall be entitled to terminate the Superintendent's employment at any time during the term of this contract for acts of moral turpitude, dishonesty, fraud, a material breach of this Agreement or for other acts which constitute just cause. Prior to termination during the term of this Agreement pursuant to the preceding sentence, the Board shall provide written charges to the Superintendent and an opportunity to be heard before the Board of Education. In the event of termination, if the Superintendent disagrees with the Board's decision he shall have the right, as his sole and exclusive remedy, to proceed to binding arbitration in accordance with the voluntary labor arbitration rules of the American Arbitration Association. The Arbitration hearing shall be conducted at the School District offices or such other location as the parties agree. If the Arbitrator finds there was not just cause for discharge, the Arbitrator's sole authority shall be to award the Superintendent the balance of his salary and benefits for the balance of the term of this Agreement which existed as of the date of termination.

17. This agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof, and supersedes all prior discussions, representations, amendments, or understandings of every kind and nature between them.

18. Any amendment, alteration, supplement, modification, or waiver of this Agreement shall be invalid unless it is set forth in writing and signed by the parties intending to be bound thereby.

19. If any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provisions; provided, however, that no such severability shall be effective if it materially changes the economic benefit of the Agreement to either party.

Signed this 22 day of May, 2017.

Superintendent of Schools:

Alan M. Latosz

For the Board of Education:


