

**UNIONVILLE-SEBEWAING AREA SCHOOLS
TUSCOLA AND HURON COUNTIES, MICHIGAN
CONTRACT FOR EMPLOYMENT OF SUPERINTENDENT**

THIS AGREEMENT entered into this 1st day of July, 2019, by and between the Board of Education of the Unionville-Sebewaing Area Schools, Tuscola and Huron Counties, State of Michigan (hereinafter call the District) and George Rierson of Sebewaing, Michigan Tuscola County (hereinafter "Superintendent");

IN CONSIDERATION of the mutual promises contained in this contract, the parties agree as follows:

- The Board agrees to employ the Superintendent as Superintendent of Schools for the term of three (3) years from July 1, 2019 to and including June 30, 2022.
- The Superintendent represents that he possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the regulations of the Michigan Department of Education and those required by the Board to serve in the position of Superintendent of Schools. If, at any time, the Superintendent fails to maintain all certificates, credentials and qualifications for the position of Superintendent of Schools as required, this contract shall automatically terminate and the Board will have no further obligations under this contract.
- The Superintendent shall perform the duties of Superintendent of Schools as prescribed by the laws of the State of Michigan, by the rules and regulations of the State Board of Education and as may be established, modified and/or amended from time to time by the Board.
- For the 2019-2020 fiscal year (July 1, 2019-June 30, 2020), the Board shall pay the Superintendent a salary of \$107,174. For the 2020-2021 fiscal year (July 1, 2020 June 30, 2021), the Board shall pay the Superintendent a salary of \$109,853. For the 2021-2022 fiscal year (July 1, 2021-June 30, 2022) the Superintendent's annual compensation level shall remain the same unless negotiated by July 1st of that fiscal year. Annual compensation is payable in 26 equal bi-weekly installments. The salary shall be prorated if the Superintendent fails to work a full year.
- During the term of this contract, the Superintendent shall receive all fringe benefits generally provided by the Board to full-time professional administrative staff on the same basis as available to those administrative members in accordance with the Board policy including, but not limited to:
 - A. Health, dental, vision and longterm disability insurance provided other administrative employees. Superintendent agrees that the Board has the right to allocate to Superintendent responsible for a portion of the premium for the insurance coverage, as may be determined by the Board, in its discretion.

However, this contribution shall not be less than the amount determined by the Board to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The Board will notify Superintendent of the premium amount for which he/she is responsible in excess of the Board paid premium contributions. Superintendent agrees that the amount of premium contributions designated by the Board as Superintendent's responsibility shall be payroll deducted from Superintendent's compensation. B. Term life insurance in the amount of \$300,000.

- C. \$500.00 per month in an annuity.
- D. \$2,000 per year mileage reimbursement (\$1,000 paid in December, \$1,000 paid in June).
- E. 15 paid sick days per year to be accumulated to a maximum of 76. The Superintendent shall be awarded 15 days of accumulated sick leave upon approval of this Agreement. Upon termination of this Agreement, the Superintendent shall not be entitled to any compensation for unused sick days, personal days, vacation days or bereavement days.
 - The Superintendent will receive 30 paid days for purposes of vacation, personal business and bereavement.
 - The Superintendent is entitled to the following holidays for which no service to the School District is required: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- H. Payment of professional dues up to \$1,000.00 annually, as selected by the Superintendent.
- I. If the Superintendent does not opt for health insurance, the Superintendent will receive \$300 per month annuity in lieu of health insurance.
 - The Board reserves the right to change the identity of the insurance carrier, policyholder, or third party administrator for any of the above coverage provided that comparable coverage is maintained during the term of this contract. The terms of any contracts or policies issued by any insurance company or third party administrators 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 coverage. The School District, by payment of the premium required to provide the above described insurance coverage, shall be relieved from all liability with respect to insurance benefits.
 - The Board shall review this contract with the Superintendent annually, and shall, on

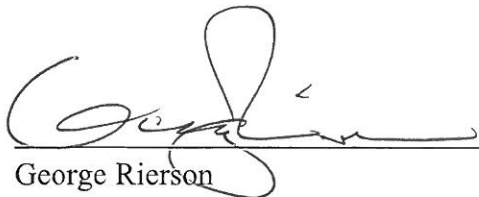
or before March 31 of each ensuing year, take official action determining whether or not it is extended for an additional year and notify the Superintendent of its action in writing. If no action is taken, the contract shall not be extended.

- Each year during the term of this contract, but not later than March 31, the Board shall evaluate and review with the Superintendent his performance as superintendent.
- This contract may be extended by action of the Board as follows:
 - A. Board option. The Board of Education may elect to extend this contract for an additional one-year period. In exercising this option the Board may establish the annual salary to be paid to the Superintendent for the School year included in the extension. All other terms and conditions of this contract will remain unchanged. The Board in its sole discretion, and with or without cause, may choose not to extend this contract for additional periods.
 - B. Operation of Law. Unless the Board gives written notice of non-renewal of this contract to the Superintendent at least 90 days before the contract's termination date, this contract will be automatically renewed as provided in Section 1229 of the Revised School Code (MCL 380.1229). The Superintendent shall advise the Board of this provision during the month of January immediately preceding this contract's termination date.
- The Board is entitled to terminate the Superintendent's employment at any time during term of this Contract if the Superintendent materially breaches the terms and conditions of this contract or commits dishonesty, fraud or misconduct which materially affects the Superintendent's ability to be the educational leader of the School District. The Board shall not arbitrarily and capriciously discharge the Superintendent. No discharge shall be effective until written charges have been served upon him and he shall have an opportunity for a 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.
- In the event of a dispute between the parties relating to any provisions of this contract, or a dispute concerning any of the party's rights or obligations as defined pursuant to this contract, the parties hereby agree to submit to binding arbitration. Such arbitration shall be conducted under the rules of, and administered by, the American Arbitration Association. The parties shall share the arbitrator's fee and the expense of the American Arbitration Association equally. All parties are entitled to have representation of their own designation, however each party shall be responsible for the costs of such respective representation.
- Tenure in the position of Superintendent or in any other administrative position in the School District is expressly denied.

- The Superintendent agrees to have a comprehensive medical examination once every year. A statement certifying to the physical competency of the Superintendent shall be submitted to the President of the Board and shall be treated as confidential information. The District shall pay for the cost of said physical examination and report.
- The Superintendent, upon Board approval, may attend appropriate professional meetings, programs, seminars, and other activities, as the budget may allow, at the local, state, and national levels and will be reimbursed for reasonable expenses upon providing the Board with appropriate documentation.
- The District shall maintain general liability and errors and omissions insurance which shall include coverage for the Superintendent.
- The terms of this contract may not be revised by oral and/or written statements made by individual board members or any other representative or agent of the Board. No change or modification of this contract shall be valid or binding unless it has been formally approved by the Board and is in writing and signed by the Superintendent and the Board. No waiver of any provision of this contract shall be valid unless it is in writing, signed by the Superintendent and the Board and formally approved by the Board.
- This contract sets forth the entire agreement between the parties and supersedes any and all prior agreements, representations and/or understandings between the parties. The Superintendent acknowledges and agrees that in executing this contract he is not relying on any representation by the Board not set forth in this contract.
- The provisions of this contract are severable and if any part of the contract is found to be null, void, or inoperative, the other provisions, or portions thereof, shall remain fully valid and enforceable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

SUPERINTENDENT



 George Rierson

By: Kurt Ewald

BOARD OF EDUCATION OF THE
 UNIONVILLE-SEBEWAING
 AREA SCHOOLS



 By: Lori Kemp
 Board President



 Board Secretary