

SUPERINTENDENT'S CONTRACT
Monroe County Intermediate School District
Monroe, Michigan

This Agreement, entered into this 20th day of June, 2012 between the Monroe County Intermediate School District Board of Education, hereinafter called "Board" and Donald A. Spencer, hereinafter called "Superintendent".

WITNESSETH:

1. CONTRACT PERIOD

The Board agrees to employ Donald A. Spencer as Superintendent of the Monroe County Intermediate School District for the term of three (3) years from July 1, 2012 to and including June 30, 2015. 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. If no action is taken by the Board, the contract shall be deemed to have been renewed for an additional year.

Any provision of this contract may be subject to 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 will furnish throughout the life of the contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Michigan as directed by the Board of Education and that 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 \$137,957.00 for 2012-13, and a salary to be negotiated for 2013-14 and 2014-15. 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.

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

- a. The Board of Education shall provide to the Superintendent, for his use, a standard size automobile including therewith, insurance, maintenance, and operating costs paid by the Board, or a monthly car allowance of \$500.00 (\$6,000 annually), at the discretion of the Superintendent.
- b. The Board of Education will provide a contribution of 5.3% of the base salary (\$7,312) to a tax sheltered annuity plan, or directly to the Superintendent as compensation.
- c. The Superintendent shall receive longevity payable on or about the first Friday in December in the amount of \$1500.00
- d. During the term of the contract, the Superintendent shall receive an additional 3% annual compensation (\$4,139) per agreement (completion of doctoral degree).

4. IN-COUNTY EXPENSES AND MILEAGE

- a. In addition to the base salary, the Board agrees to pay three hundred dollars (\$300.00) per month (\$3,600 annually) for in-county expenses for the term of this contract.
- b. The Superintendent shall be eligible for out of county mileage at the Board established rate.

5. INSURANCE BENEFITS

- a. **Medical, Vision and Dental:** Full Family Medical, Dental and Vision Care 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 the MESSA Choices II plan with a \$500/\$1000 in-network deductible; \$200V; \$25 UC; \$50 ER and the Saver RX card (\$2/\$10/\$20/\$40). The Board's annual contribution toward the medical insurance plan shall not exceed \$5,500 for a single subscriber plan, \$11,000 for an individual and spouse plan and \$15,000 for a fully family plan for a full-time member for the 2012-13 fiscal year and shall be subject to adjustment, in 2013-14 and 2014-15, as provided by the state treasurer, in each coverage category based on the change in the medical care component of the U.S. CPI for the most recent 12 month period for which data is available. The Superintendent's contributions for medical premium shall be through a Section 125 plan on a pre-tax basis and deducted equally between scheduled pays. Beginning January 1, 2013, the

Superintendent shall have the option to select MESSA HSA ABC Plan 1(\$1250/\$2500). If the premium amount for the MESSA HSA ABC Plan 1 is under the statutory caps (\$5,550/single; \$11,000/individual and spouse; \$15,000/full family and as adjusted based on the U.S. CPI), the Board shall pay the difference between the premium amount and the cap toward the MESSA HSA ABC Plan 1 deductible.

- c. 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.
- d. The Superintendent shall have Income Protection through MASB SET-SEG with a thirty-day qualifying period and 66 2/3% benefit rate, to a maximum of \$5,000 per month (or equivalent coverage through another provider).
- e. 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 30th 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
- f. The Superintendent shall be entitled to a maximum of fourteen (14) days of illness/injury leave per year, earning two (2) days at the beginning of the contractual year and one (1) day per each month employed. The maximum accumulation of illness/injury leaves days is 210 days.
- g. 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.

- h. 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.
- i. 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.
- j. The Superintendent shall receive a maximum of five (5) days with pay for the death of an immediate family member and a maximum of three (3) days with pay for in-law's, grandparents, siblings, grandchild and any permanent resident relative living in the household.
- k. The Superintendent shall receive a regular day's pay when called for jury duty.
- l. 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/her accumulated illness/injury leave at their 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 that or any other administrative position.

9. ANNUAL PHYSICAL

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

10. "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.

11. 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.

12. 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.

13. MISCELLANEOUS

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

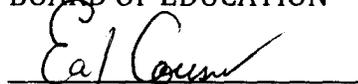
The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and the Superintendent. Failure to fulfill the obligations agreed to in this contract will be viewed as a violation of the Administrator's Code of Ethics and will be reported by the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

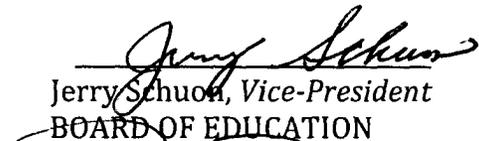
Dated this 20th day of June, 2012.



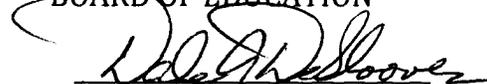
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Larry Hammons, Secretary
BOARD OF EDUCATION


Donald A. Spencer, Superintendent