

## **SUPERINTENDENT'S CONTRACT**

It is hereby agreed by and between the Board of Education of Vassar Public Schools, Tuscola County, Michigan (hereinafter called "Board") and Thomas T. Palmer (hereinafter called "Superintendent"), that said Board in accordance with its action, as found in the minutes of its meeting held on **May 13, 2013**, has and does hereby employ the said Thomas T. Palmer as Superintendent of Schools for a period of 3 years, commencing on the 1<sup>st</sup> day of July, 2013, and ending on the 30<sup>th</sup> day of June, 2016. Immediate termination may take place at any time for acts of moral turpitude, misconduct, or violations of this agreement. Both parties further agree that said Superintendent shall perform the duties of his office as established by the Board of education or as changed from time to time by the Board and further as prescribed by the laws of the State of Michigan and by the rules and regulations of said State or its agencies, including the State Board of Education or the Department of Education.

WITNESSETH:

### 1 CERTIFICATION, DUTIES, ACTIVITIES AND WITHHOLDING OF TENURE STATUS.

It is agreed that Thomas T. Palmer shall perform the duties of Superintendent of Schools in and for the School district and the Superintendent hereby agrees to devote his time, skill, labor and attention to said employment during the life of the contract and that he shall abide by the laws of the State of Michigan and the rules and regulations of the Board of Education of said District. Further, it is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as a Superintendent of Schools in the State of Michigan. The Superintendent shall not be deemed to be granted continuing tenure in such capacity but shall be deemed to have been granted continuing tenure as an active classroom teacher in accordance with the provisions of the Michigan Teacher Tenure Act.

The Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff which in his judgment best serves the School District, subject to outstanding contractual commitments. The administration and business affairs will be lodged with the Superintendent and administered by him with the assistance of his staff. The responsibility for the selection, placement and transfer of personnel shall be vested in the Superintendent and his staff, subject, however, to the approval of the Board of Education. The Board of Education, individually and collectively, will refer promptly all criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

### 2. EVALUATION.

The Board and Superintendent shall meet by the end of February and March of each year for the purpose of evaluating the district and the performance of the Superintendent. The evaluation of the Superintendent's performance shall be based upon criteria agreed upon the Board and the Superintendent. The Board shall meet with the Superintendent to discuss, develop and adopt a mutually agreeable evaluation format.

In the event the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall meet with the Superintendent to review the performance and shall describe in writing in reasonable detail the specific instances of unsatisfactory performance. The evaluation shall include recommendations as to

the areas of improvement in all instances where the Board deems the performance to be unsatisfactory.

3. PROFESSIONAL LIABILITY.

The District agrees that it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of the employee's authority, during the course of employment, and excluding criminal litigations.

The Board shall provide liability insurance for the Superintendent 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. In no case will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

4. SALARY.

In consideration for the Superintendent's promises to faithfully perform the duties of the office of Superintendent of Schools and to serve as executive officer of the Board of Education, the Board agrees to pay the annual rate of **\$98,455.00** for the period from July 1, 2013 to June 30, 2014. The annual salary as hereinabove specified will be paid in equal bi-weekly installments pro-rated to the periods of time in accordance with the Board policy. The salary for the second year of the contract (2014-2015) and the third year of this contract (2015-2016) shall be determined during the annual evaluation by the Board of Education.

5. FRINGE BENEFITS.

The Superintendent shall have the following fringe benefits:

- a) Life insurance: Two times salary (**\$196,910**).
- b) Health Insurance benefits shall include full medical, vision, dental, and long-term disability coverage.
- c) Sick Leave: Fifteen (15) days per year.  
For unused sick days beyond 130, the Superintendent shall be paid on a per diem basis per day. Fifteen days per year will be added. Sick days may be used for family emergency, illness, or death. Upon termination of the Superintendent's employment with the district, the Superintendent shall be paid on a per diem basis for his total sick days accumulated up to 130.
- d) Bereavement Leave:  
Up to 5 days (per occurrence) may be used without loss of salary or sick days for immediate family. Immediate family is defined as: Spouse, children, parents, grandparents, and parents-in-law.
- e) Personal Business: Five (5) days each year not to accumulate.
- f) Unscheduled days: Twenty (20) days per year.  
Unused days will be paid on a per diem basis at the end of the year with the option of carrying over a maximum of five into the succeeding year.  
These shall be in addition to the paid holidays recognized by the district. Paid Holidays are as follows: Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, the Monday following Easter, Memorial Day and the Fridays following a Thursday holiday if there is no scheduled activity. This will also

include spring break. Upon termination of employment the Superintendent shall be paid for all unused unscheduled days on a per diem basis.

- g) Professional Organization Dues: The Board will pay dues to the Michigan Association of School Administrators and MASA Region.
- h) Transportation Allowances: School car or IRS allowance per mile when using his own car on school business outside of the Vassar Public School District.
- i) Annuity: 6% (**\$6,057**) of Superintendent's earnings each year. This may be taken as a lump sum payment at the start of the business year (July 1) or may be spread out over a 26 pay period.
- j) Administrative certification fees reimbursed every five years.
- k) Tuition: The District shall reimburse the Superintendent for all tuition expenses incurred for successfully completed academic university courses related to profession.
- l) Longevity: Beginning the 3<sup>rd</sup> year - \$1,500.00; **Beginning the 5<sup>th</sup> year - \$2,500.00**; Beginning the 10<sup>th</sup> year - \$3,500.00.

**\*\*Experience in the district at end of 2012-2013: 5 years \*\***

#### 6. PROFESSIONAL GROWTH.

The Board encourages the continuing professional growth of the Superintendent through his participation in professional seminars, programs, and conferences sponsored by local, state, and national school administrator and school board associations, as well as seminars and courses offered by public or private education institutions.

In its encouragement, the Board shall permit the Superintendent to attend such meetings and pay for the necessary fees for travel and subsistence expenses as approved by the Board in the annual budget.

#### 7. PHYSICAL EXAMINATION.

As a condition precedent to the duties and obligations under this contract, the Superintendent agrees to have a comprehensive medical examination and to provide the Board of Education with a doctor's certificate certifying the physical competency of the Superintendent of Schools to perform the duties mentioned herein. Thereafter, the Superintendent hereby agrees to have a comprehensive medical examination not less than once every two (2) years and not more often than once each year and to provide the Board of education with a doctor's certificate as hereinbefore specified. It is agreed that the doctor's certificate shall be treated as confidential information by the Board of Education. The cost of the medical examination and report as hereinbefore specified shall be borne by the Board of Education.

#### 8. DISABLEMENT.

Should the Superintendent be unable to perform any or all of his duties by reason of illness, accident, or other causes beyond his control for a period in excess of his accumulated sick leave and unused vacation time, the School District may in its discretion make a proportionate deduction from the salary hereinbefore stipulated. If such a disability continues for more than one (1) year or if said disability is permanent, irreparable, or of such nature as to make performance of his duties impossible, the School District may, at its option, terminate this agreement whereupon the respective duties, rights, and obligation hereunder shall terminate.

#### 9. DISCHARGE DURING THE LIFE OF THE CONTRACT.

It is agreed between the Superintendent and Board of Education that failure to fulfill the obligations of this contract will be reviewed by the Board of Education as cause for discharge and may be a violation of the Administrator's Code of Ethics and such violation may be reported by the Board to the appropriate state association of school administrators organization and state educational authorities. It is further agreed that prior to any dismissal by the Board of Education, the Superintendent shall have the right of written charges, notice of hearing and a fair hearing before the Board of Education. If the Superintendent so chooses he may be accompanied by legal counsel at the hearing, said legal expenses to be paid for by the Superintendent. The hearing before the Board of Education will be public or private at the option of the Superintendent. The Board agrees that it will not discharge said Superintendent for reasons that are arbitrary or capricious during the life of this contract.

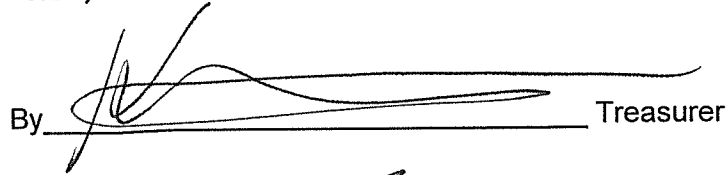
The Parties have hereunto set their hands and seals the day and year first above written.

By  Superintendent of Schools

By Mike Kennard President

By Pat Be Vice President

By Russell W. [unclear] Secretary

By  Treasurer

By  Trustee

By Bill Baase Trustee

By  Trustee