

**SUPERINTENDENT
CONTRACT OF EMPLOYMENT**
Between the
DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT
and

Douglas A. Leisenring

1. This contract of employment, made and entered into the day and year hereafter written, between the **Delta-Schoolcraft Intermediate School District**, Escanaba, Michigan, hereinafter designated as the "**School District**", by authority of its **Board of Education**, and **Douglas A. Leisenring**, a legally qualified, **Superintendent** hereinafter referred to as the "**Administrator or Superintendent.**"

WITNESSETH:

2. Said Administrator, being properly certified and qualified for the above position (including a valid teaching certificate), hereby contracts with said School District for the period of time commencing the **1st** day of **July, 2015** and ending on the **30th** day of **June, 2018** for a total of three (3) years of service at 261 days per year.
 - A. This contract shall be extended for an additional twelve (12) month period by June 1 annually during its term unless the Board of Education gives written notice to the contrary to Administrator prior to that date. Administrator shall furnish the Board of Education President with a written reminder of the June 1 deadline not later than May 1 annually. If the latter notice is not provided by Administrator, the above provision regarding automatic extension shall be inoperative.
 - B. The Board of Education shall be entitled to terminate the Administrator's employment at any time during the term of this contract for acts of moral turpitude, misconduct, dishonesty, fraud, insubordination, incompetence, inefficiency, if Administrator materially breaches the terms and conditions of the Agreement, or other reasons which are not arbitrary or capricious.

The foregoing standards for termination of this contract during its term shall not be applicable to non-renewal of this contract at the expiration of its term or non-extension during its term, which decisions are discretionary with the Board of Education.

In the event that the Board undertakes to dismiss Administrator during the term of this Agreement, this contract shall automatically terminate and the Board shall have no further obligation hereunder.

3. Administrator shall perform the duties of Superintendent as prescribed by the Board and as may be established, modified and/or amended from time to time by the Board. Administrator acknowledges the ultimate authority of the Board with respect to his/her responsibilities and directions related thereto. Administrator is subject to assignment and transfer to another administrative position of employment in the School District at the discretion of the Board.
4. Administrator represents that he/she possesses, holds and will maintain all certificates, credentials and qualifications required by law, including the provisions of Sections 1246 and 1536 of the Revised School Code, the regulations of the Michigan Department of Education, and those required by the Board to serve in the position assigned. Administrator agrees, as a condition of his/her continued employment, to meet all certification and continuing education requirements for the position assigned, as are and may be required by law and/or by the State Board of Education. If at any time Administrator fails to maintain all certificates, credentials, continuing education requirements and/or qualifications for the position assigned as required herein, this Contract shall automatically terminate and the Board shall have no further obligation hereunder.
5. Administrator agrees to devote his/her talents, skills, efforts and abilities toward competently and proficiently fulfilling all duties and responsibilities of the position assigned. Administrator agrees to faithfully perform those duties assigned by the Board and to comply with the directives of the Board with respect thereto. Further, Administrator agrees to comply with and fulfill all responsibilities and tasks required by state and federal law and regulations and by the Board to carry out the educational programs and policies of the School District during the entire term of this Contract. Administrator agrees to devote substantially all of his/her business time, attention and services to the diligent, faithful and competent discharge of his/her duties on behalf of the School District to enhance the operation of the School District and agrees to use his/her best efforts to maintain and improve the quality of the programs and services of the School District.
6. The School District agrees to pay the administrator the annual sum of:
 - One-hundred and twenty-two thousand dollars and no cents (\$122,000) for 2015-2016.

The salary shall be pro-rated based upon actual time worked and shall be paid in 26/27 equal installments.

The Board of Education agrees to pay the Superintendent additional compensation in the amount of \$6,500.00 each year. The total amount of the compensation shall be deposited in a tax sheltered annuity account in total, with the final payroll of the fiscal year (June).

7. Should Administrator be assigned or transferred to another administrative position, the salary paid shall be as established by the Board for that position. The annual salary shall be paid in twenty-six or twenty-seven (26/27) equal bi-weekly installments beginning with the commencement of the fiscal/contract year (July 1 - June 30).
8. The Board hereby retains the right to increase the annual salary of Administrator during the term of this Contract. Consistent with the provisions of Section 1250 of the Revised School Code, Administrator's job performance and job accomplishments will be significant factors in determining any adjustment to Administrator's compensation. Any increase in salary made during the term of this Contract shall be in the form of a written amendment and when executed by Administrator and the Board, shall become a part of this Contract.
9. Administrator is employed on the basis of fifty-two (52) weeks of work per contract/fiscal year (July 1 through June 30) as scheduled by the Board. Administrator shall be granted vacation time per Section 17. Unused vacation days shall not receive any additional compensation in lieu of use of vacation days. Administrator shall schedule use of vacation days in a manner to minimize interference with the orderly operation and conduct of business of the School District. All scheduling of vacation is subject to the approval of the Board.
10. **Evaluation** - Administrator's performance shall be evaluated by the Board at least annually using multiple rating categories that take into account data on student growth as a significant factor.
11. The Administrator shall be provided all fringe benefits approved by the Board of Education and provided to administrators. See Section 17.
12. In accordance with Board Policy, this contract does not provide administrative tenure and such tenure in any administrative capacity or capacity other than as a classroom teacher (if the probationary period is fulfilled) is hereby denied.
13. **Professional Liability** The Board shall provide liability insurance for the Superintendent to cover legal expenses in defense of claims and payment of judgments resulting from his/her functioning as superintendent, in accordance with the insurance policy. In no case will individual Board members be considered personally liable for indemnifying the superintendent against such demands, claims, suits, actions and legal proceedings.

The Board agrees to pay the premium amount for errors and omissions insurance (Educator's Legal Liability Coverage) coverage for Administrator while engaged in the performance of a governmental function and while the Administrator is acting within the scope of his/her authority. The policy limits for this coverage shall be not less than \$ 4,000,000. The terms of the errors and omissions insurance policy shall be controlling respecting defense and indemnity of Administrator. The sole obligation undertaken by the Board shall be limited to

the payment of premium amounts for the above errors and omissions coverage. In the event that such insurance coverage cannot be purchased in the above amounts and/or at a reasonable premium rate, the Board shall have the right to discontinue said coverage and shall so notify Administrator. In that event, the Board agrees on a case-by-case basis to consider providing legal defense and/or indemnification to Administrator as is authorized under MCL 691.1408 and MCL 380.11a(3)(d).

14. In the event of Administrator's mental and/or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of ninety (90) workdays for purpose of recovery. The Administrator shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the ninety (90) workday period to be unpaid. Upon utilizing leave under this provision, Administrator shall furnish medical certification to the Board (or its designee) respecting the necessity for the leave.

If the Board (or designee) has reason to doubt the validity of the medical certification supplied by Administrator, it may require a second opinion, at Board expense.

Administrator may request a ninety (90) work day unpaid leave extension in the event of his/her physical and/or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that Administrator will be able to resume his/her duties at the conclusion of the extended leave interval. Medical certification shall be supplied by Administrator as a condition to any leave extension. Any extensions of leave for this purpose shall be at the discretion of the Board.

If Administrator is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any extension thereof), his/her employment and this Contract may be terminated at the option of the Board. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.

Prior to resumption of duty after an unpaid leave of absence for a serious health condition, Administrator shall provide to the Board a fitness for duty certification from Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion in this context is precluded by the Family and Medical Leave Act.

15. **Professional Growth** – The Superintendent may attend professional meetings at the local, state and national levels, the expenses of said attendance to be paid by the District. The District shall reimburse the Superintendent for all reasonable expenses resulting from the performance of his/her duties as Superintendent. Scheduling of said meetings shall be subject to current Board Policy.

16. **Professional Dues** - The District shall pay the Association dues of the Superintendent for the American Association of Educational Service Agencies, the American Association of School Administrators, the Michigan Association of Intermediate School Administrators, the Michigan Association of School Administrators and the M.A.S.A. Region in which the School District is located, as well as other appropriate affiliations as approved.
17. **Fringe Benefits** - The Board of Education shall provide the Superintendent with the following benefits:
- Health, dental, vision and long-term disability insurance provided other administrative employees. The superintendent shall be responsible to pay any amount that exceeds the board contribution (state established hard cap) for the medical benefit plan. Said payment shall be through payroll deductions.
 - Life insurance in the amount of \$150,000.
 - Fourteen (14) sick days per year to be accumulated to 155.
 - Twenty (20) vacation days per year to be accumulated to 35. Starting with 21 years in education (20 years completed) one additional vacation day will be awarded per year not to exceed thirty (30) or 25 days after 5 years with the district, whichever is greater. These shall be in addition to the holidays recognized by the District.

1 day	Labor Day
2 days	Thanksgiving
1 day	Christmas Eve (if on week day)
6 days	Christmas (3 days after, New Year's Eve and Day)
1 day	Good Friday
1 day	Memorial Day
1 day	Fourth of July
 - Four (4) personal days per year with additional three from sick leave.
 - Unused Sick Leave - After five years of service, upon voluntary resignation of employment 50% of unused sick leave based upon the current salary schedule will be awarded to Superintendent or designated beneficiary.
 - Upon termination of employment by either retirement into the MPSERS or by death, the district will remit to the retiree or designated beneficiary an amount equal to 15% of the final contract compensation.
18. The Superintendent will be reimbursed at the IRS rate for travel on behalf of the district.

19. The board shall provide payment for classes to retain appropriate administrative certification. Currently that requirement is 6 credits every five years. The superintendent will receive the greater of \$500.00 or the tuition cost of four (4) credit hours at a Michigan, Board – approved, institution per year for educational purposes.
20. This Contract contains the entire agreement and understanding by and between the Board and Administrator with respect to the employment of Administrator and no prior or concurrent representations, promises, contracts or understandings, written or oral, not contained herein, shall be of any force or effect. All prior contracts or other agreements (written or oral) pertaining to the terms of this contract are cancelled and are superseded by the terms of this contract. Provided, that this contract is voidable pursuant to the provisions of the Revised School Code pertaining to criminal records and criminal history checks.

No amendment to or modification of this Contract shall be valid or binding unless it is in writing, approved by official action of the Board reflected in its minutes, and signed by Administrator and the President and Secretary of the Board. No valid waiver of any provision of this Contract, at any time, shall be deemed a waiver of any other provision of this Contract at such time or at any other time.

DELTA-SCHOOLCRAFT INTERMEDIATE SCHOOL DISTRICT

By Bonnie Jean Wenck-Kutz Date 4/29/2015
Board President

By Jon Haindl Date 4-29-15
Board Secretary

By Doug Leisemig Date 4/29/15
Administrator