

**SUPERINTENDENT'S EMPLOYMENT CONTRACT****BETWEEN JEFFREY S. CURTH  
THE BOARD OF EDUCATION OF THE  
MACKINAW CITY SCHOOL DISTRICT**

This contract is entered into on the 18<sup>th</sup> day of December, 2019 between the Board of Education of the Mackinaw City School District, referred to as the "Board of Education" and Jeffrey S. Curth, herein after referred to as the "Superintendent". The Board of Education, in accordance with its action at this official meeting has and does hereby employ Jeffrey S. Curth as Superintendent and agree to the following:

**1. TERM** This contract shall take effect on the 18<sup>th</sup> day of December, 2019 and continue in force through the 30<sup>th</sup> day of June, 2023, subject to extension and termination as provided in paragraph 4 and 10. WHEREAS, each year of the contract shall include 260 work days.

**2. DUTIES** The Superintendent agrees to perform the following duties in a competent and professional manner in compliance with the laws applicable to the school district and the bylaws, policies, and regulations by the Board of Education:

1. Will assume oversight of all school programs with the freedom to organize, reorganize and arrange the teaching, administrative and support staff, including instruction and business affairs and shall make recommendations to the Board of Education regarding these matters as needed which in his/her judgement best serves the school district.
2. Will assume the responsibility for strategic planning, the budgetary process and the selection, placement and transfer of personnel subject to approval by the Board of Education.
3. Maintain a good working relationship with members of the Board of Education.

**3. EVALUATION** Yearly, in December, during the term of this contract, the Board of Education shall review with the Superintendent his performance as Superintendent. The Superintendent shall remind the Board of Education of this responsibility in a timely manner. Said evaluation shall be in accordance with performance on mutually agreed upon goals and bylaws. If during the term of this contract, the services of the Superintendent are found to be unsatisfactory to the Board of Education, the Superintendent shall be notified by the President of the Board of Education and given an opportunity to correct the condition. If said performance continues to be unsatisfactory, the President of the Board of Education shall notify the Superintendent, as approved by the Board of Education. The Superintendent shall have the right to attach a written rebuttal to any and /or all evaluation documents.

**4 A. EXTENSION** This contract shall be extended to include the school year of July 1, 2020 to June 30, 2023 upon receipt of satisfactory evaluation on the December 19<sup>th</sup>, 2019 evaluation report, and one additional year added to the contract each year thereafter that the Superintendent's performance is satisfactory on the December evaluation.

**4 B. UNLESS THE BOARD OF EDUCATION** gives written notice of non-renewal of this contract to the Superintendent at least 90 days (March 31<sup>st</sup>) before the contract's termination date, this contract will, without further action, automatically be renewed for an additional on year

period by Public Act 183 of 1979. The Superintendent shall annually advise the Board of Education of this obligation during the month of December.

**5. TENURE EXCLUSION** This contract does not confer tenure upon the Administrator in the position of Superintendent or any other administrative position in the district.

**6. COMPENSATION** The Board of Education shall pay to the Superintendent an annual salary of \$86,847.00 for the school year 2019 to 2023 and not less than \$86,847.00 for the school year of 2019 to 2023. The salary shall be paid in 26 equal installments. The Board of Education retains the right to adjust the salary during the continuation of this contract, but an adjustment shall not reduce the annual salary below the figure specified in this paragraph.

**7. INSURANCE BENEFITS** During the term of this contract, the Superintendent shall receive the insurance benefits provided by the school district, in accordance with the Board of Education and subject to the following limitations: first, this paragraph excludes any insurance benefits specifically set forth in this contract, and second, such insurance benefits are subject to change at any time. Further, the Board of Education agrees to furnish a term life insurance policy for the Superintendent in the amount of \$300,000.00. If the policy is exercised during the first five years of its existence, \$100,000.00 shall be paid to the beneficiary, and \$200,000.00 shall be paid to the Board of Education. After five years in existence, \$200,000.00 shall be paid to the beneficiary and \$100,000.00 to the Board of Education. After ten years in existence the beneficiary shall be paid \$300,000.00

#### **8. OTHER BENEFITS**

- A.** The Board of Education agrees to pay each year of the contract an amount equal to 3% of the base salary listed in number 6 into an annuity in the name of the Superintendent.
- B.** The Superintendent shall be reimbursed for expenses in meeting the requirements for administrative certification in Michigan Laws.
- C.** The Superintendent shall receive twenty (20) days of vacation per year, cumulative to forty (40) days. Vacation days in excess of three (3) consecutive days used during normal school calendar or more than ten cumulative days in a calendar month (other than the normally scheduled and recognized Holidays listed in I below), must be approved in advance by the board President.
- D.** The administrator shall receive ten (10) sick/personal days per year cumulative to one hundred (100) days. Sick/personal days in excess of three (3) consecutive days used during the normal school calendar must be approved in advance by the Board President.
- E.** A \$5000 stipend if the Superintendent gives a 120-day prior notice of resignation or retirement and during these 120 day period, not more than 3 vacation, personal, or sick days may be taken without prior approval from the Board President.
- F.** Up to 100 days of unused sick time shall be paid at 50% of per diem at the conclusion of the Superintendent's employment. He will not receive this compensation if he is leaving for another position within or outside the district before the end of his contract or terminated for just cause.
- G.** Yearly in June, the Superintendent will report to the Board of Education his total unused vacation and sick/personal days.

**H. The Superintendent shall not be required to report on the following twelve (13) holidays, but is understood that the Superintendent is responsible for the supervision of the personnel, building, and grounds during school vacation days.**

- |                                  |                                   |
|----------------------------------|-----------------------------------|
| <b>Labor Day</b>                 | <b>New Year's Day</b>             |
| <b>Thanksgiving</b>              | <b>Mid-Winter Break</b>           |
| <b>Friday after Thanksgiving</b> | <b>Good Friday</b>                |
| <b>Christmas Eve</b>             | <b>Friday before Memorial Day</b> |
| <b>Christmas Day</b>             | <b>Memorial Day</b>               |
| <b>New Year's Eve</b>            | <b>July 4th</b>                   |

**I. Upon emerging from deficit, based on the Mackinaw City School District's general fund balance and certified by the school's annual audit:**

- a. The annual salary for the Superintendent including additional duties shall receive a one-time permanent increase by 3%.**
- b. Each of the five years following, the Superintendent will receive an annual increase to his base salary of 1.75%, if the school district achieves the yearly goals listed below.**

- 1. The General Fund's yearly balance is REVENUE POSITIVE after accounting for all expenses in the annual budget of at least \$50,000, based upon the annual audit.**
- 2. The Mackinaw City School District SAT/ACT scores are above the State Average.**

**A. Once commenced, The Board of Education shall review the base salary "increase" once every five years to renew, amend, or discontinue. The Superintendent shall remind the Board of Education of this responsibility in a timely manner.**

**9. ADDITIONAL DUTIES COMPENSATION** The Superintendent agrees to perform the following duties for additional compensation:

- 1. Preschool Administrator for compensation of \$5,358.00 per year.**
- 2. Special Education Director for compensation of \$5,358.00 per year.**
- 3. Principal for the compensation of \$15,506.**
- 4. Attendance for the compensation of \$2,060.**

**10. TERMINATION** Superintendent shall be subject to discharge prior to the expiration of this contract for any just cause including failure to maintain the credentials and state qualifications for the position of Superintendent, as required by law, this contract shall automatically terminate. The Superintendent may be discharged and this contract terminated at any time for just cause, including failure to uphold any Board of Education bylaws, policy, or regulation. If the Board of Education should determine to terminate the Superintendent's employment prior to the expiration date of this contract, it shall provide him written explanation, at least ten days in advance of a hearing before the Board of Education. The Superintendent may have legal counsel at the hearing, at his option and expense. Non-renewal of this contract shall not constitute a discharge within the meaning of this contract

**11. SEVERABILITY** If any portion of this contract is ruled illegal or unenforceable by a court of competent jurisdiction, the remainder of the contract not affected by the ruling shall remain valid and in effect.

12. THE BOARD AND THE Superintendent agree that in the event of demotion or discharge of the Administrator as herein provided, the Superintendent shall, at the Superintendent's choice and except as provided in section ten page 3 and gross felony language of the MCL be paid his specific salary referenced in section six page 2, or the immediate payment of the dollar equivalent of the total salary compensation, in any other section of this contract for any then remaining balance of the term of this contract.

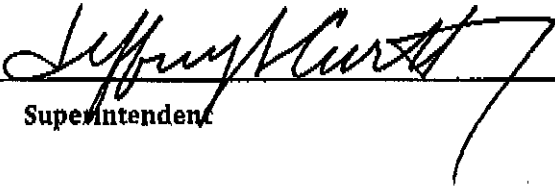
13. PROFESSIONAL LIABILITY: The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the Board, including all legal fees, provided the incident arose while the Superintendent was acting within the scope of his employment and excluding criminal litigation and provided such liability coverage is within the authority of the Board to provide under State law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

14. OUTSIDE WORK: The Superintendent may, with prior approval of the Board of Education, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which may conflict with duties as specified in this contract. The Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.

15. THE PARTIES; We the parties of this Superintendent Employer Contract sign our names and execute this contract as of the day and year written in the opening paragraph.

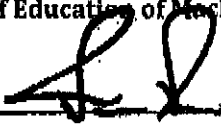
This Contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board and there are no verbal agreements which modify its terms.

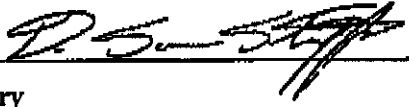
Accepted this the 18<sup>th</sup> day of December, 2019

By:   
Superintendent

ACCEPTANCE APPROVED ON 18<sup>th</sup> day of December, 2019

By the Board of Education of Mackinaw City School District

By:   
Board President

By:   
Secretary