

SUPERINTENDENT'S EMPLOYMENT CONTRACT
BETWEEN
LOUIS R. STEIGERWALD
AND THE
BOARD OF EDUCATION
OF THE
NORWAY-VULCAN AREA SCHOOL DISTRICT

This contract is made and entered into as of the 2nd day of July, 2012 between the Board of Education of the Norway-Vulcan School District, hereinafter referred to as the "Board of Education," and Louis R. Steigerwald, as Superintendent, hereinafter referred to as "Administrator" or "Superintendent."

WITNESSETH:

WHEREAS, the Board of Education at a meeting held on the 2nd day of July, 2012 approved the employment of the Administrator as Superintendent in accordance with the terms and conditions of this contract; and

WHEREAS, the Administrator desires to be employed by the Board of Education in accordance with the terms and conditions of this contract;

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, it is agreed between the parties, as follows:

1. **TERM:** This contract shall take effect on the 1st day of July, 2012, and continue in force thereafter through the 30th day of June, 2015, subject to extension and termination as provided in Paragraphs 4 and 8.
2. **DUTIES.** The Administrator represents that he meets all Michigan requirements and holds all certificates necessary for employment by the Board of Education in this administrative position. The Superintendent agrees, during the period of this contract, to faithfully perform his duties and obligations in such capacity for the school district including, but not limited to, those duties required by the School Code. He will act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board of significant administrative action taken on its behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board of Education as may be needed. He will faithfully and diligently fulfill all the duties and obligations incumbent upon him as the executive head of the School District.
3. **EVALUATION.** Annually, but no later than the 31st day of March of each year during the term of this contract, the Board of Education shall review with the Administrator his performance as Superintendent.

4. EXTENSION. This contract may be extended either by option of the Board of Education or by operation of law, as follows:

A. Board Option. The Board of Education, no later than the 30th day of March of each year during the term of this contract, may extend the contract for an additional one-year period. In exercising this option, the Board of Education also shall establish the annual salary to be paid to the Administrator for the school year included in the extension. All other terms and conditions of this contract shall remain unchanged. The Board of Education in its sole discretion and with or without cause may decline to extend this contract for an additional year.

B. Operation of Law. Unless the Board of Education gives written notice of non-renewal of this contract to the Administrator at least 90 days before the contract's termination date, this contract without further action, will be automatically renewed for an additional one year period as provided by Public Act 183 of 1979. The Superintendent annually shall advise the Board of Education of this obligation during the month of January. The Board shall provide the administrator a hearing upon such non-renewal if requested by the administrator.

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 administrator a salary of \$93,380 dollars for the school year 2012 to 2013 and not less than \$93,380 dollars for the school years 2013 to 2015. The salary shall be paid on the 15th and the 30th of every month in twenty-four (24) equal installments (Payment in February will be on the last day of the month). Payment shall be made to a direct deposit account as established by the administrator. (Payments in the above stated fashion will commence once the District has arranged with all employees and bargaining units as to the start date of said fashion.) 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 figures specified in this paragraph. The Superintendent shall also be eligible for an amount up to .5% of merit-based pay based upon parameters set by the Board of Education.

7. BENEFITS. During the term of this contract, the Administrator shall receive the benefits provided by the school district to full-time professional administrative staff on the same basis as available to those staff members in accordance with the Board of Education policy (including vacation leave, sick leave, disability leave, health insurance and retirement benefits) subject to the following limitations: first, this paragraph excludes any compensation or benefit specifically set forth elsewhere in this contract; and second, such benefits are subject to change at any time on the same basis as change for full-time professional administrative staff.

The Administrator is entitled to the following specific benefits:

8. Health Insurance

A. Insurance – Health Insurance coverage as follows: Coverage equivalent to that of the certified professional staff. (As of July 2nd of 2012 the previous agreement between support staff and the Board had expired. The Board passed a resolution stating in reference to health care: “to be an 80/20 share of annual health insurance costs, the District thereby limits its premium payments

for medical benefit plans to 80% of the total costs of all the medical benefit plans it offers, including the premium or illustrative rates of such plans, and the co-pays, deductibles, and payments by the District (if any) into health savings accounts, flexible accounts, or similar accounts used for medical benefits, and the remaining 20% is paid by eligible employees.” Employees will be offered to elect between the existing Choice II plan or the MESSA ABC Plan 1.) The effect of this resolution shall be in place with the approval of this contract.

B. 25 days vacation plus the following holidays: Good Friday (provided school is not in session), Easter Monday, Memorial Day, July 4, Friday before Labor Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.

C. 12 days sick leave per year.

D. Four(4)personal business days per year cumulative to six (6).

E. 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 Superintendent was acting within the scope of his employment and excluding criminal litigation's. The Board shall provide public 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.

F. The Board agrees to contribute \$3000 towards a Tax Sheltered Annuity.

G. The Board agrees to reimburse the cost of tuition for up to 3 semester hours a year.

H. In recognition of service to the Norway-Vulcan Area Schools, the superintendent will be paid upon departure from the district, or death while employed by the district, for each sick/vacation day accumulated. Payment will be based on the following sliding scale:

# of Sick/Vacation Days	Rate
50-under	\$30/day
51-100	\$40/day
101- 150	\$50/day

I. The Board of Education shall pay to the administrator a yearly \$1,000.00 longevity payment upon completion of five years of service to the district as an administrator.

8. DISPUTE RESOLUTION. In the event of a dispute between the parties relating to any provision of this Agreement, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Agreement, the parties hereby agree to submit such to binding arbitration. Such arbitration shall be conducted under the labor arbitration rules of, and administered by, the American Arbitration Association. The arbitrator's fee and the expense of the American Arbitration Association shall be shared equally by the parties. All parties are entitled to have representation of their own designation; however each party shall be responsible for the costs of such respective representation.

9. TERMINATION. The superintendent shall be subject to discharge by the Board for reasons that aren't arbitrary and capricious. No discharge shall be effective until written charges have been served upon him and he has an opportunity for a fair 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. (This clause shall in no way limit the provisions of Paragraph #4 above.)

10. SPECIAL PROVISIONS. The Board shall reimburse the Superintendent \$150 monthly for local travel as it pertains to school business. The mileage rate for business travel beyond 50 miles will be the negotiated amount that applies to all school personnel. It shall be the responsibility of the Superintendent to submit travel expenses.

During the term of this contract the Superintendent shall be furnished a fully-paid group-term life insurance policy in an amount of \$100,000.

11. BREACH. In the event of a breach of the part of either party to this agreement, nothing contained herein shall be construed to render the obligations of either party under this agreement null and void.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first written above.

FOR THE BOARD OF EDUCATION

President

Date

Secretary

Date

BY THE SUPERINTENDENT

Louis Steigerwald

Date