

**LINDEN COMMUNITY SCHOOL DISTRICT
GENESEE AND LIVINGSTON COUNTIES
STATE OF MICHIGAN**

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THIS AGREEMENT is entered into this 1st of July, 2017, by and between the Linden Community Schools Board of Education, hereinafter called "Board," and Russell Ciesielski, hereinafter called "Superintendent," who mutually agree as follows in consideration of the promises made herein:

WITNESSETH:

1. **Term.** The Board agrees to employ Russell Ciesielski for the position of Superintendent for a term of (3) three years beginning July 1, 2017, through June 30, 2020. The Superintendent shall be employed to work for a period of two hundred sixty (260) days each fiscal year, subject to vacation and holidays contained within this contract. The Board shall review the performance of the superintendent each year, in accordance with State law. On or before April 1, 2018, and each April 1st thereafter, the Board will formally advise the Superintendent if the School District is not going to extend the contract for an additional one year. In the event the Board fails to notify the Superintendent on or before April 1, 2018, or each April 1st thereafter, that it is not going to extend the contract, the contract shall automatically be extended in additional one year incremental periods.
2. **Duties.** The Superintendent agrees to perform the duties required of the Superintendent by law and as assigned, and to obey and fulfill the rules and regulations of the Board and to carry on its educational programs and policies during the entire term of this contract. The Superintendent is subject to assignment and transfer for just cause at the discretion of the Board.
3. **Salary.** The Board agrees to pay the Superintendent for his services during each year of said contract in twenty-six (26) bi-weekly installments. The compensation of the Superintendent for the term of this contract will be:
 - a. For the period July 1, 2017 through June 30, 2020, the Superintendent's base yearly salary shall be \$135,000.00.
 - b. The salary for future annual periods shall remain \$135,000.00 unless determined by mutual agreement, prior to the start of each period and will range between a 4% increase or a 4% decrease year-to-year.
 - c. The Board shall annually provide 6% of the Superintendent's base salary, or \$8,100.00, to be invested in a tax-sheltered annuity approved by the Board.

4. **Tenure.** The Superintendent shall not acquire tenure as an administrator by virtue of this contract of employment but may acquire continuing tenure as a classroom teacher to the extent afforded by law.
5. **Longevity.** The Superintendent will receive Longevity Pay on a yearly basis based on the minimum years listed below. Longevity Pay is determined by completed years of service as the Superintendent for Linden Community School District. Longevity payments will be one-half in December and the remainder in June of any contract year.
 - 3 years = \$3000.00
 - 5 years = \$5000.00
6. **Vacation.** The vacation period is to be twenty (20) days per year and to be taken at a time that is least disruptive to school operations. The Superintendent shall notify the Board President in advance of vacation days to be taken in three (3) consecutive days or longer to ensure continuity of District operations during the Superintendent's absence. Any other vacation days not used during the contract year will be non-accumulative, except under special circumstances when approved in writing by the Board.
7. **Holidays.** The following are considered holidays for the Superintendent: Good Friday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, three (3) additional days between Christmas and New Year's Eve.
8. **Fringe Benefits.** The Superintendent shall be entitled to the following benefits in compensation as stated above while employed by the District.
 - a. **Insurance Benefits.** The Board will provide group hospitalization and major medical insurance including prescription drug coverage as selected by the Board. In the event that the Superintendent does not choose insurance coverage, he will be paid \$500.00/month in lieu of medical insurance coverage. A vision and dental plan will be provided for the Superintendent and his family. In the event that the Superintendent does not choose vision and dental, no compensation will be offered.
 - b. **Life Insurance.** The Board will provide and pay for group term life insurance policy in the amount of twice the amount of the Superintendent's yearly salary.
 - c. **Sick Days.** Twelve (12) sick days will be credited each contract commencement date. In the event of disability, the Board guarantees the Superintendent's salary until the LTD waiting period (60 days) is exhausted, should the Superintendent not have a sufficient number of sick days accrued. Sixty (60) sick days accrued through the district prior to employment as Superintendent will carry over. Unused sick days will carry over and accumulate, for those not used in contract year, and will not be capped.

- d. **Personal Business.** The Superintendent is awarded thirty-two (32) hours of personal business time for the school year, not accumulative, and there is no reimbursement for unused time. The Superintendent will be allowed reasonable flextime to conduct personal business during the day.
 - e. **Long Term Disability.** LTD will be provided at no cost to the Superintendent in the amount per month as stated in the Board selected LTD policy, payable to age sixty-five (65).
 - f. **Travel Allowance.** The Board shall provide the Superintendent with \$400 per month for all automobile travel related to District business.
 - g. **Tuition Reimbursement.** The Board expects the Superintendent to continue his education. The Board will reimburse the Superintendent tuition costs for the satisfactory completion of graduate classes taken by the Superintendent with the prior approval of the Board after commencement of employment with the School District at a maximum of twelve (12)-credit hours per year.
 - h. **Professional Association Dues and Service Club Dues.** The Board shall pay the association dues of the Superintendent for the American Association of 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 Board approved affiliations. In addition, the Board shall pay dues for up to two (2) service clubs, i.e. Kiwanis, Rotary, Masonic Lodge, Chamber of Commerce, and etc.
9. **Professional Improvement.** The Superintendent is encouraged to attend workshops, conventions, and conferences at the local, state and national level. The expenses of such meetings shall be paid by the District within the allotted budget. All professional meetings, which require overnight stay, will be submitted and approved by the Board President prior to scheduling said professional meetings.
 10. **Non-Renewal of Contract.** If the Board for any reason is considering the non-renewal of the Superintendent's contract, the Superintendent shall be notified as provided for in the Revised School Code, MCL 380.1229(1) and Paragraph one (1) of this Contract. Paragraph 13 of this Contract is not applicable in a contract non-renewal situation.
 11. **Evaluation.** The Board shall evaluate the Superintendent in accordance with State law regarding superintendent evaluations.
 12. **Education Promotion.** By mutual agreement with the Board in advance, the Superintendent may undertake work as a consultant, speaking engagements, writing, or lecturing. Such activities shall not interfere with the time available for the performance rendered by the Superintendent to satisfactorily perform his duties to the Board. Any honorarium received by

the Superintendent for any of the above-mentioned activities which takes place on school time, shall be relinquished to the School District.

13. **Termination.** During the term of the Superintendent's contract, the Superintendent shall be subject to discharge for just cause. No discharge shall be effective until written charges have been served upon him and he shall have 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. The non-renewal of the Superintendent's contract shall be governed exclusively by Section 11 of this Agreement.

14. **Indemnification.** The Board agrees to indemnify and hold the Superintendent harmless, excluding criminal liability, from and against all claims, suits, judgments, damages, liabilities including costs and expenses, by and third party asserted against the Superintendent arising from actions taken or decisions made within the scope of the Superintendent's employment during the term of the Superintendent's contract if the Superintendent acted in good faith and in a manner the Superintendent reasonably believed to be in the best interests of the School District. The Board shall not indemnify or hold the Superintendent harmless from any criminal liability. The Superintendent shall give the Board written notice of the nature of any claims for indemnification hereunder promptly upon receipt of notice of any claims or actions against the Superintendent. The Board shall have the right to conduct the defense of any such claims, and the Superintendent shall fully cooperate with the Board in the defense. The Superintendent may, at the Superintendent's own cost and expense, employ counsel to assist in such defense. Individual Board members either jointly or severally, shall not be personally liable for indemnifying and holding the Superintendent harmless.

15. **Alternative Dispute Resolution.** In the event of any dispute, claim or controversy arising out of this contract, the parties agree that such claim(s) will be exclusively decided by final and binding *arbitration* before a neutral Arbitrator in accordance with the American Arbitration Association National Rules for the Arbitration of Employment Disputes and MCL 600.5001 *et seq.* of the Revised Judicature Act. The parties also agree that judgment in accordance with the arbitrator's decision shall be entered by a circuit court of competent jurisdiction. Such claims include, but are not limited to, claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, 29 USC 621 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 USC 2000e *et seq.*, as amended, including the amendments of the Civil Rights Act of 1991, 42 USC 1981, *et seq.*, the Americans with Disabilities Act, 42 USC 12101 *et seq.*, the law of contract and the law of tort. 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. Notice of intent to file for arbitration shall be provided in writing within 30 days of the occurrence giving rise to the claim. If the matter is not resolved within the next 30 days, the matter shall be filed with the American Arbitration Association (i.e., 60 days from the date of the occurrence giving rise to the claim), any statute of limitations to the contrary are hereby waived. The arbitration hearing(s) shall be held in the Linden Community School District. This agreement shall not prohibit or restrict the parties from filing

a claim or charge with any state, federal or other governmental administrative agency as permitted under existing case law.

16. **Ethics.** The Superintendent agrees that as a condition of employment he shall maintain the high standard of ethical conduct of the education profession and not engage in any act of moral turpitude.
17. **Complaints.** The Superintendent as chief executive has the authority to operate the School District in accordance with the Michigan Revised School Code. The Board, individually and collectively, shall refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
18. **Entire Agreement.** This Agreement consists of five (5) pages and constitutes the entire agreement between the parties. It supersedes any and all prior oral representations and may only be amended in writing and approved by both parties.

SUPERINTENDENT



**LINDEN COMMUNITY SCHOOLS
GENESEE AND LIVINGSTON COUNTIES
STATE OF MICHIGAN**

By Its Board of Education:



President

Vice President

Secretary

Dated: 01/03/18

Dated: 1-3-2018